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Cc: Rennae Meno <rennae@guamlegislature.org>

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 7/26/17*	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 Guåhan

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

T: (671) 477-2520/1 | F: (671) 477-2522 | www.senatorbjcruz.com

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Resolution 2017-09 Relative to Diesel Fuel #2 Award for GWA Standby Generator...

Resolution 2017-11 Ratification of Additional Expenses for Aggreko.pdf

Resolution 26-FY2017 Renewal of Collective Bargaining Agreement with GFT_GWA.pdf

Resolution 27-FY2017 Change Order #1 Macheche Sewer Line Replacement Project.pdf

Minutes March 21,2017.pdf

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CONSOLIDATED
COMMISSION ON UTILITIES
Guam Power Authority • Guam Waterworks Authority
P.O.BOX 2977 • Agana,Guam 96932

Regular Board Meeting
CCU Conference Room, Gloria B. Nelson Public Service Building
5:30 p.m., April 18, 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 GWA
   - 4.1.1 GM Report Update
   - 4.1.2 Financials
   - 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
   - 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

   - 4.2 GPA
   - 4.2.1 GM Report Update
   - 4.2.2 Financials
   - 4.2.3 Resolution 2017-09 Relative to Contract Award Diesel Fuel No. 2 GWA Water and Wastewater System Standby Generators
   - 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
   - 4.2.5 Resolution 2017-11 Relative to Ratification of Additional Expenses for Aggreko's Temporary Power Services

5. OLD BUSINESS

6. ANNOUNCEMENTS
   - 6.1 Next CCU Meetings: GWA WS –May 17; GPA WS – May 18; CCU Meeting = May 23

7. EXECUTIVE SESSION
   - 7.1 Personnel Matter

8. ADJOURNMENT

CONSOLIDATED
COMMISSION ON UTILITIES
Guam Power Authority • Guam Waterworks Authority
P.O.BOX 2977 • Agana,Guam 96932

Regular Board Meeting
CCU Conference Room, Gloria B. Nelson Public Service Building
5:30 p.m., March 21, 2017

MINUTES

1. CALL TO ORDER

The Chairman called the regular monthly meeting of March 21, 2017 to order at 5:33 p.m. He announced that four (4) Commissioners were present and there was a quorum. Comm. Guthertz is absent and excused.

Others present at the meeting include:

Commissioners:

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

Executive Mgmt.:

John Benavente	GM / GPA
Miguel Bordallo	GM / GWA
Melinda Camacho	AGMO / GPA
Cora Montellano	CFO (A) / GPA
Greg Cruz	CFO / GWA
Graham Botha	Staff Attorney / GPA

Management & Staff:

Paul Kemp	AGM Compliance & Safety / GWA
Vangie Lujan	Compliance & Safety / GWA
Ron Topasna	GWA
Heidi Ballendorf	PIO / GWA
Art Perez	PIO / GPA
Joyce Sayama	Mgmt. Analyst / GPA Ex. Office
Kathy Beleno	Mgmt. Analyst / GWA Ex. Office
Lou Sablan	Board Secretary / CCU
Dave Fletcher	GWA
Vicente Pangelinan	GWA

Guest:

Angelica Perez	AM Insurance
Annmarie Muna	AM Insurance
Andy Niven	PUC
Nestor Licanto	KUAM
Kurt Bilz	Brown & Caldwell
George Watson	Brown & Caldwell

2. APPROVAL OF MINUTES

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

Comm. Bamba motioned to approve the Minutes; Comm. Sanchez seconded, There was no further discussion or objection and the motion carried unanimously.

3. COMMUNICATIONS

3.1 Public Comments - None

4. NEW BUSINESS

4.1 GPA

4.1.1 GM Report Update

1. System Capacity Recovery Plan:

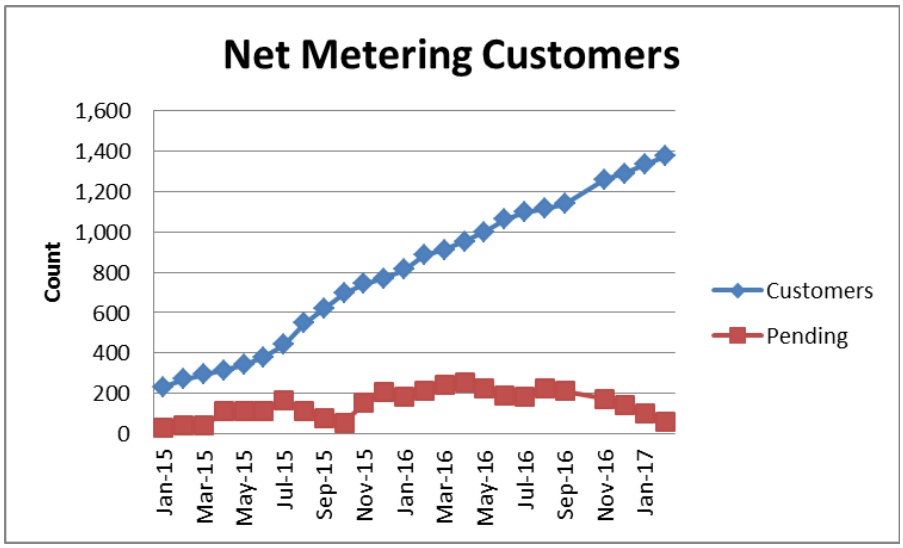
- The Dededo Combustion Turbine 40 MW Plant is scheduled to be commissioned by March 31st, 2017. Attachment A provided herein summarizes some latest activities of the rehabilitation. The plant commissioning will complete our capacity recovery plan effort and anticipate a commissioning ceremony sometime in April or May.
- The following summarizes our current reserve capacity for March:

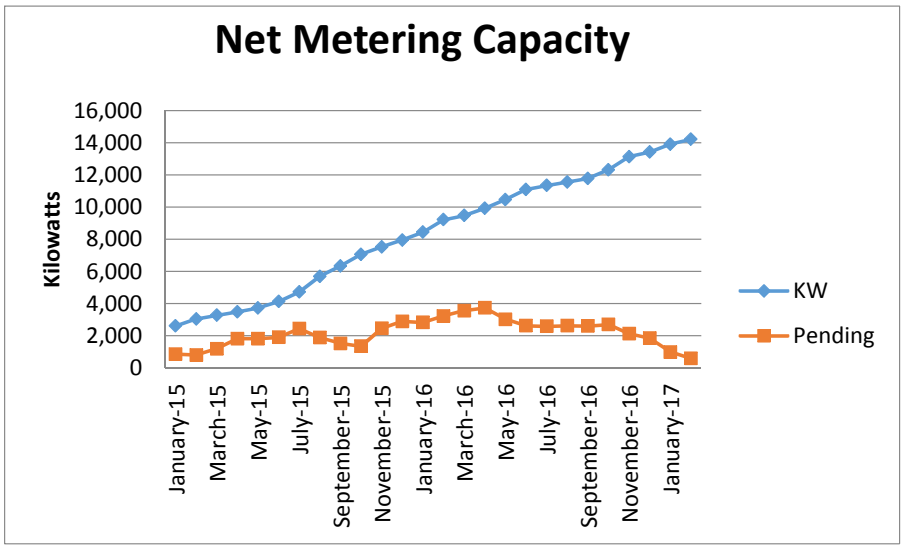
IWPS Reserve Capacity for March 2017

MW Capacity Available (March 15, 2017)		348
Expected MW Peak Demand for March		245
Available MW Reserve Capacity		**103**

Description:	**Count**	**Kw**
Active	**1,374**	**14,202**
Pending	59	581
Totals:	1,433	14,783

Service:	**Count**	**KW**	**Kw/Customer**
Residential	1,303	11,727	9.0
Others	71	2,475	34.9
Total:	1,374	14,202	10.3
% Residential	**94.8%**	**82.6%**	
Estimated Full 12 Months Revenue Impact:	**$2,642,193**		
Cumulative Revenue Impact FY2009 to FY 2016	**$3,273,966**		


Net Metering Customers
Count
1,600
1,400
1,200
1,000
800
600
400
200
0
Jan-15
Mar-15
May-15
Jul-15
Sep-15
Nov-15
Jan-16
Mar-16
May-16
Jul-16
Sep-16
Nov-16
Jan-17
Customers
Pending


Net Metering Capacity
Kilowatts
16,000
14,000
12,000
10,000
8,000
6,000
4,000
2,000
0
January-15
March-15
May-15
July-15
September-15
November-15
January-16
March-16
May-16
July-16
September-16
November-16
January-17
KW
Pending

Customer Count

Year	Total	Cumulative
2009	7	7
2010	2	9
2011	7	16
2012	27	43
2013	67	110
2014	96	206
2015	565	771
2016	527	1,298
2017	76	1,374

Customer KW

Year	Total	Cumulative
2009	39	39
2010	39	79
2011	44	122
2012	355	477
2013	808	1,285
2014	1,091	2,376
2015	5,831	8,208
2016	5,366	13,573
2017	629	14,202

Comm. Bamba asked if growth is steady the GM said that trend wise there is a decline in new net metering customers. Chairman Duenas added that he spoke to a net metering customer who said he really is not saving any money. Comm. Sanchez requested if management can determine the average residential rate for the past 25 years (from 12/2016 back 25 years). This will be a resource for information to help sellers and buyers determine if they are actually saving money on average. He would like this information posted on the CCU/GPA website and update it monthly or quarterly so it is clear. This will help sellers to be more honest. The Commission said history is very important. Acting CFO Montellano was tasked to create this date and upkeep the information regularly.

Renewable Energy Production Thru Feb 2017:

Energy Production Source:	Kwh
NRG Total Production beginning Oct 2015	71,681,593
Net Metering Estimated Production beginning Jan 2015	30,765,906
Wind Power Production beginning Jan 2016	585,055
Total Renewable Production	103,032,553

Fuel Oil Avoided:

Estimated System Fossil Fuel Heat Rate Kwh/Gal	15.5
Total Fuel Oil Gallons Avoided	6,647,261
Total Fuel Oil Barrels Avoided	**158,268**
Estimated Average $/BBL	$48.00
Fuel Cost Avoided	**$7,596,870.28**

Comm. Sanchez asked management for a breakdown on the make up of the above $7.6Million by class – wind, solar etc.. It was mentioned that this total is based from period 2015 forward; prior to 2015 it was very nominal.

2. **DSM Program:** Rebates thru March 1st 2017.



GPA to survey end use causes of the high energy users to determine best DSM to provide.

Residential Energy Sales Demographics:

KWH RANGE	Count	Min $	Max $	Cumulative	Comments
Below 0	884	$0.00	$0.00		
0-350	7,403	$0.00	$70.00		
351-500	**4,291**	**$70.20**	**$100.00**	**12,578**	**Lifeline Only**
501-750	7,681	$100.20	$150.00	20,259	
751-1000	7,221	$150.20	$200.00	27,480	Below 1,000Kwh
1001-2000	**13,887**	**$200.20**	**$400.00**		
2001-3000	**2,215**	**$400.20**	**$600.00**	**16,102**	**Between 1,000 to 3,000Kwh**

Target Group: 1,000 to 3,000 Kwh ($200 to $600 monthly)

Comm. Sanchez asked if management is working with PUC to amend the DSM program and does PUC have the list of products for approval. GM Benavente said he submitted a list already and that this matter is a work in progress. The goal is to increase the customer base. Comm. Sanchez asked if DSM incentive money include electric cars and battery storage. The GM said the latter is separate and is not part of the list at this time. At this point management is just looking at other energy efficient appliances only.

Comm. Sanchez said there are a lot of reasons why people do not take advantage of the DSM rebate program and it is important to look at other areas and what's the harm in designing another program to be included in this bucket of money. Other communities are using the same funds to include electric cars and behind the meter storage batteries. The GM said his thoughts are that people don't have the money to buy the equipment and proposed that GPA lend the funds to consumers to enable the purchase; commissions were adamantly against this idea (at this time) and said they are not interested due to nightmarish accounting process to monitor the program. Comm. Sanchez said bring me a sample of a utility currently financing the purchase of rebated items and then a discussion will take place.

Chairman Duenas said he agrees that some people are challenged to make the initial investment to purchase energy efficient appliances. The challenge is how to use the $1.4M to the best advantage to lower the demand on our system . He wants to know if the rebates are increased will that make a difference. The people who are going to buy battery storage have the means and the DSM program will incent them. Relative to electric cars, the Chairman said until the highway systems are equipped with related equipment to support electric cars it will be slow going.

Chairman Sanchez said he does not see them exclusive of each other. He said both electric car and behind the meter battery storage incentive program can be created alongside the current DSM program. When the rebate list was first created a study was made by the planning team to determine the actual rebate. There's a benefit to GPA but the incentive must be there. Good utility companies are doing this now and would like GPA to look at this and what the program would be like. The chairman asked GM Benavente to look at this; his respond was management will present the cars and battery DSM in May.

3. **Phase II Renewables Bid:**
   - Management continues the process of evaluating the low bids. The system impact study for the low bids has begun to insure bids have considered all infrastructure upgrades necessary to integrate their PV system into the grid. It appears that GPA could provide its recommendation for award at the April CCU meeting.

It was mentioned that the Phase II renewables were opened in January 17 and the review process has been ongoing since. Management said the conclusions will happen end of March and April for the determination.

4. **APPA Legislative Rally:** I attended this conference in Washington D.C. during the week of February 27th. As the CCU is aware, I was elected a board member for APPA last summer but unfortunately could not attend the new board orientation in October. I went thru the orientation this trip and in addition learned more about the different programs available to GPA thru APPA. I plan to have our managers review the different APPA programs and determine what opportunities

we could take advantage of. In addition, I attended seminars on tax exempt bonds and cyber security so as to update myself on the latest issues and developments in these areas.

GM Benavente said that the resolution on tonight's agenda asked CCU to approve asking Congresswoman to support the effort of APPA to ask Congress to not touch the tax exempt bonds during the budget process.

5. **APPA Safety Award:** GPA has received notification from APPA it has garnered the 3rd place safety award in its category of work hours between 250,000 to 999,999 man work hours. This is the 2nd year in a row GPA has received 3rd place recognition for its safety practices. I take pride in congratulating all employees for this excellent achievement in a most crucial area…**SAFETY FIRST!**

6. **Public Commission on Utilities Dockets:**
   - The following dockets were approved by the PUC at their February 23rd meeting:
     - GPA Docket 15-16, Award of Energy Storage Contract.
     - GPA Docket 17-16, Korea East West Power contract Extension.
     - GPA Docket 17-18, Diesel Fuel Procurement for Baseload and Peaking Plants.

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

DEDEDO CT #1 & #2
Return to Service

	Year Installed	N.P. Rate
Dededo C.T. #1	1992	23
Dededo C.T. #2	1994	22

DEDEDO CT #2

Ongoing

- Generator synchronized and loaded to 10 MW
- Black start diesel generator repairs and testing
- Repair of generator seal rings and coupling guard
- RO+EDI water within requirement (< 0.1 µS/cm)

March 21, 2017

- Conduct 100% power commissioning testing with generator at full load (22 MW)
- Test and calibrate water injection system during 100% power commissioning testing

DEDEDO CT #2



Air inlet Filter House new Scavenge Blower.



Refurbished Air inlet filter house. (interior)

DEDEDO CT #1

March 16th

- Full speed no load (FSNL) test

March 25th

- Synchronization to 10MW partial load

Pending

- 100% power full load commissioning testing including testing and calibration of water injection system

DEDEDO CT #1



New 480VAC MCC panel Switch Gear



New 13.8KV Metal Clad Panels



New Turbine Control System

DEDEDO CT #1



New Cooling Tower Structure
Construction of 8" berm wall ongoing as required by SPCC

DEDEDO CT #1



New Air Inlet Filter house Exterior hood.

DEDEDO CT FIRE PROTECTION

Fire Protection system certifications

March 15th

- Contractor will start testing of all fire protection systems

March 29th

- Forecasted completion for system certifications by FPE and GFD



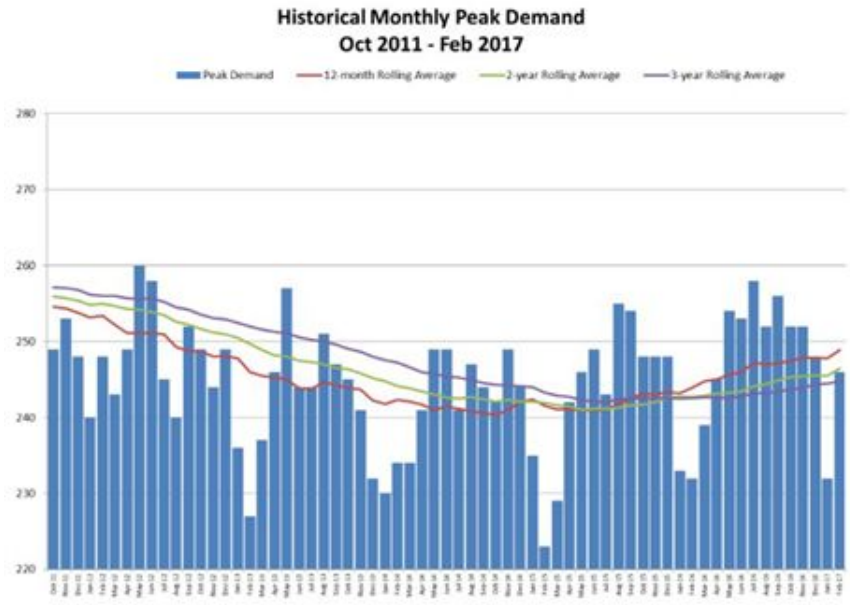
Fuel Tanks
Integrity testing complete and re-filled with ULSD fuel

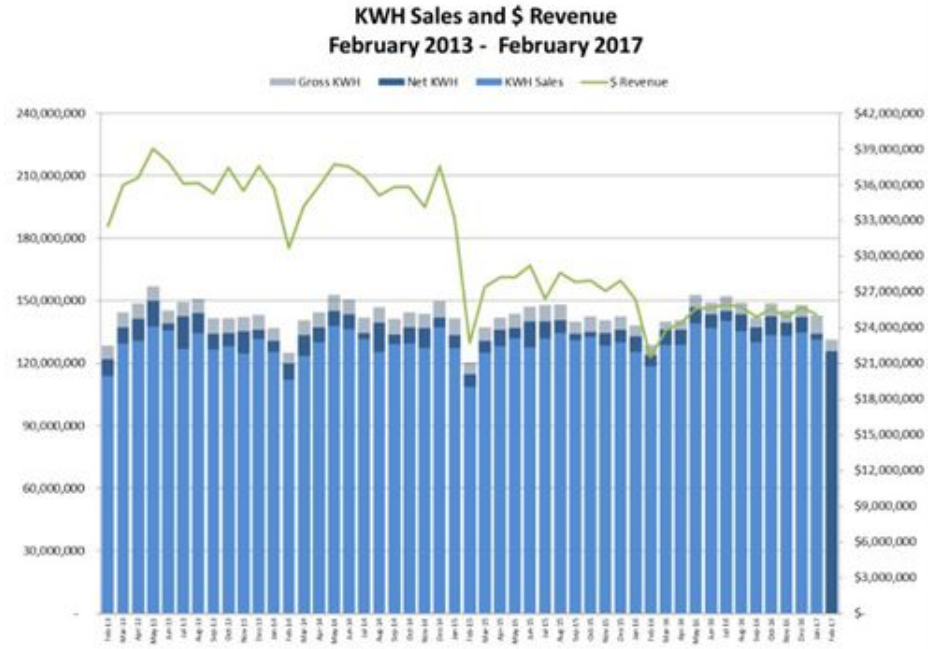


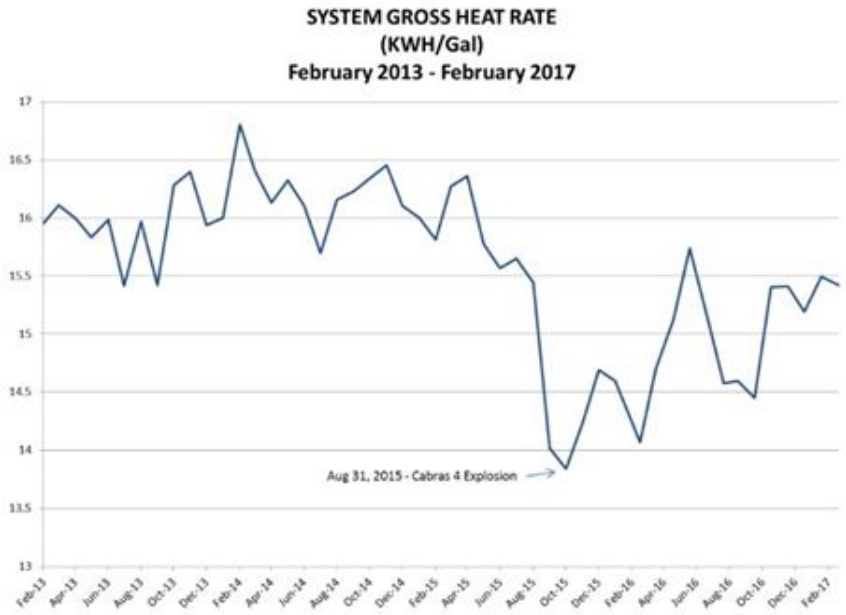
New Water Treatment System
Multimedia filters & Carbon Filters

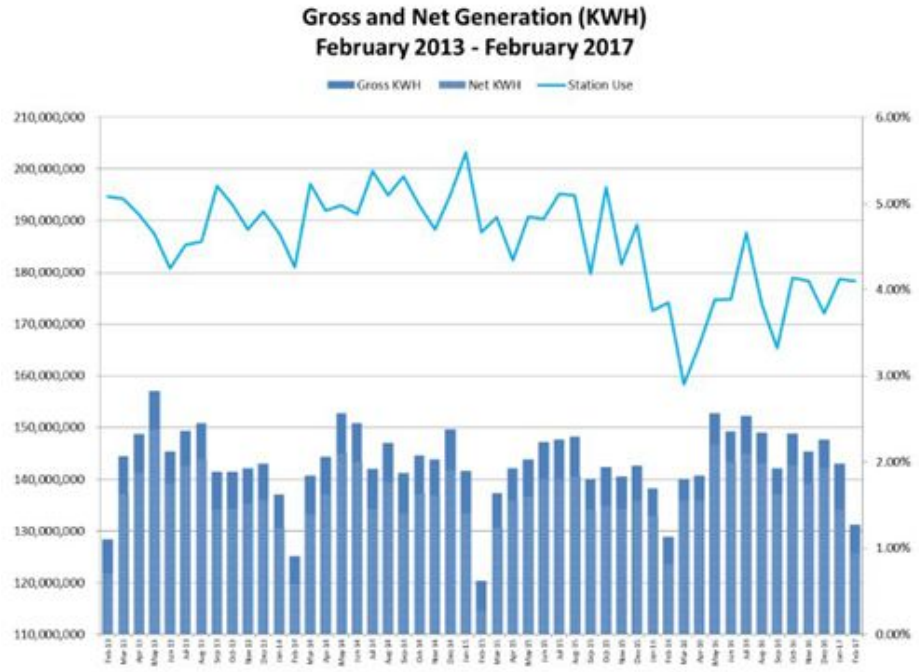


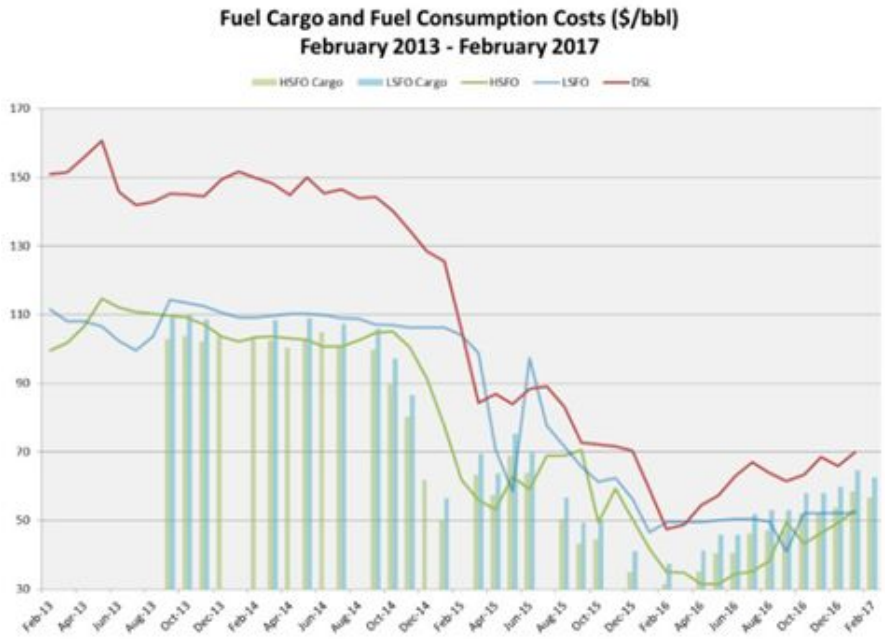
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Historical Monthly Peak Demand
Oct 2011 - Feb 2017
Peak Demand
12-month Rolling Average
2-year Rolling Average
3-year Rolling Average
280
270
260
250
240
230
220


KWH Sales and $ Revenue
February 2013 - February 2017
Gross KWH
Net KWH
KWH Sales
$ Revenue
240,000,000
210,000,000
180,000,000
150,000,000
120,000,000
90,000,000
60,000,000
30,000,000
-
$42,000,000
$39,000,000
$36,000,000
$33,000,000
$30,000,000
$27,000,000
$24,000,000
$21,000,000
$18,000,000
$15,000,000
$12,000,000
$9,000,000
$6,000,000
$3,000,000
$-


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


Gross and Net Generation (KWH)
February 2013 - February 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
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%



4.1.2 Financials

Acting CFO Montellano reported on January 2017 financials. For the month she reported $1.2M Net income; 2.21 debt service coverage; 251 days in cash due to 32M in cash in January from insurance which was booked under account receivable (as directed by our auditors); under recovery 4.9M; LEAC rate up over-recovery $300k in February; sales is up 3% fs. 2.4 prior year; AR - everyone is caught up; collection rate is high

Discussion on insurance proceeds and how it was booked by auditor's under accounts receivable. Comm. Santos said he has never seen it booked this way and would like to see the related letter of instruction from them The concern is these funds are supposed to be restricted and there are related expenses that must be paid with these funds. Management will provide this to CCU once received.

Discussion on Accounts Receivable in particular FESTPAC related electrical bills. Management confirmed this is still outstanding and will update the Commission on status as it is paid down.

4.1.3 Resolution No. 2017-08 Relative to the Consolidated Commission on Utilities Expressing to Congress its Support of Tax Exempt Municipal Bonds

Congress is considering changes to the tax exempt municipal bonds program, and the Consolidated Commission on Utilities desires to advise Congress that it supports the tax exempt municipal bond program for both Guam Power Authority and Guam Waterworks Authority.

Both the American Public Power Association (APPA) and the American Water Works Association (AWWA) have requested that their member organizations ask house members in their congressional delegation to join in signing a letter in support of

municipal bonds. The CCU strongly supports these congressional efforts to ensure the tax exempt municipal bond program continues to allow for public financing by GPA and GWA

Comm. Bamba motioned to approve GPA Resolution 08-2017 and GWA Resolution 25-FY2017; Comm. Santos seconded. There was no further discussion or objection and the motion passed.

4.2 GWA

4.2.1 GM Report Update

1. Tumon Maui Well:

a. SCADA – issues and status
   i. GWA was able to get the software for the SCADA system.
   ii. GWA will now be able to make necessary adjustments to obtain data to better manage the system.

b. Power Line Status
   i. DOD needs to work with GPA to get the power issues resolved and transferred to GWA.

c. Inspection by DOD
   i. Performed on February 1, 2017. No major issues found.
   ii. Report will be completed and submitted to DOD.
   iii. Anticipate 3rd quarter inspection in April.

d. Renewal of license – DOD is preparing the paper work for the yearly license.

e. Potts Junction Intertie (Water Service)
   i. Target completion for service lateral installation by June (within one year of operation – full operation started on June 6th)

f. Production:
   i. Fairly consistent 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 January was **33,226,200 gallons.** Total Production in February was **30,085,400.**



2. 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.
   iv. NFM AM (Cynthia) will make a site visit for the easement documentation.

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

c. Mixing zone study cooperation
   i. Successful completion of data gathering.
   ii. Anticipate report of findings and mixing zone proposal by end of March 2017.

3. Santa Rosa Tank

a. GWA sent design for comment to Andersen; no response yet; anticipate more by next meeting.

b. GWA working on first draft of the MOU

c. 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 to work out with DON

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.

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

OEA Grants – Guam Water-Wastewater Infrastructure Projects

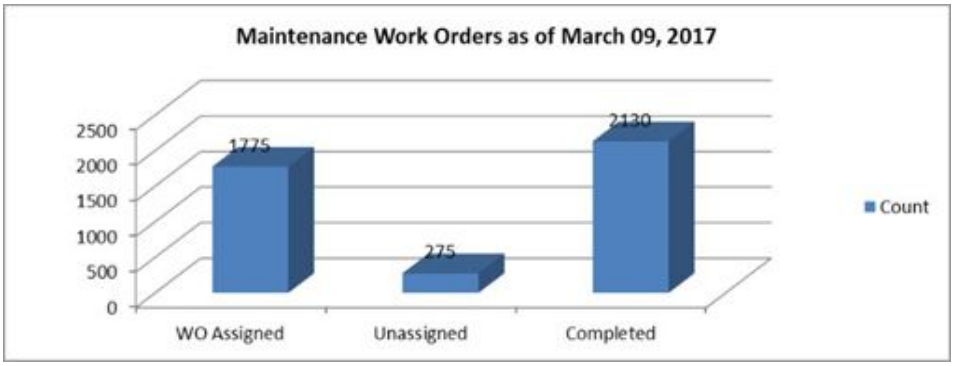
- PM/CM contract awarded; NTP issued.
  - Project Management Plan in progress
  - Outfall Diffuser design in progress
  - Sewer Interceptor – work kicks off this month
  - NDWWTP – RFP for designer in progress
- GWWIST meeting held in February in Guam.
  - Good progress with Outfall Diffuser coordination – addressed concerns with coral impacts
  - OEA clarified DON environmental review/coordination costs; alternative funding sought by OEA
  - NGLA and Interceptor locations reviewed/toured, well prioritization clarified

Action Item	Date (Target)	Date (Actual)	Status
Project Funds Available	~~Oct-15~~ / Jul-16	Aug-30-16	Completed
Land Acquisition	~~Sep-16 (?)~~ Jan-17	Jan-17 (Compensation pending)	On-target
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Design -- 30/60/90/Final -- Review	~~Nov-17~~ Jun-18		On-target
NEPA Analysis and Determination	~~Aug-17~~ Feb-17		Delayed
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Construction Complete/Commence Operations	Nov-21		On-target
Sewer line connection from MCB to GWA infrastructure	~~TBD (?)~~ Jul-19		On-target
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Asset Management

- CMMS system went live on October 3, 2016.
- Weekly and monthly meetings continue.
- Over 4,000 Work Orders issued so far.
- Over 2,000 Work Orders completed.
- Over 150 new assets registered into CMMS for various sites and facilities, to include our new Meter Test Facility and all its Bench Test equipment.
- 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).

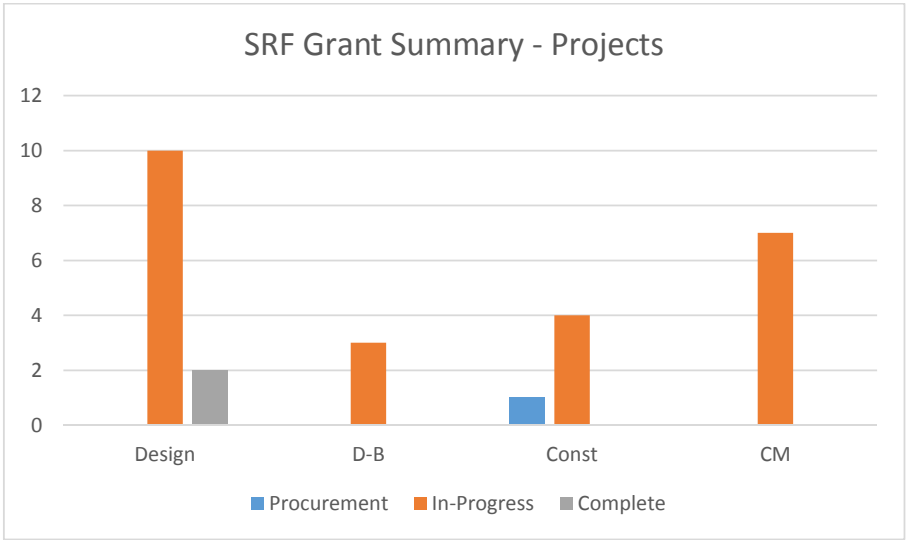


USEPA SRF Projects

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

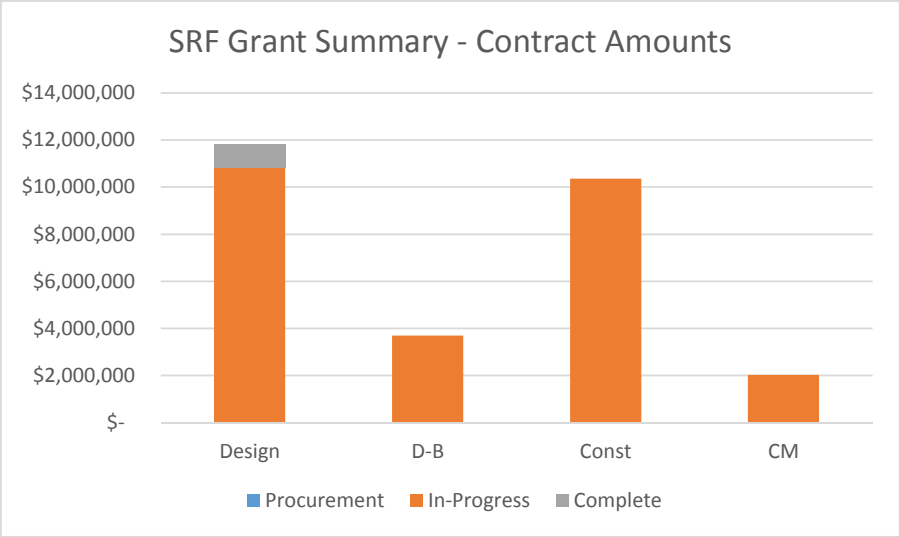
SRF Grant Summary - Projects

	Procurement	In-Progress	Complete	Totals	%
Design	0	10	2	12	44%
D-B	0	3		3	11%
Const	1	4		5	19%
CM	0	7		7	26%
Totals	1	24	2	27	
%	4%	89%	7%		



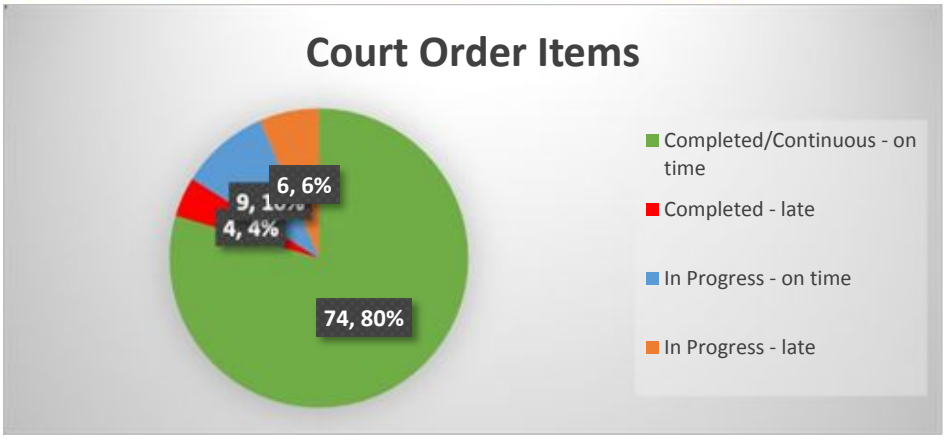
SRF Grant Summary - Contract Amounts

	Procurement	In-Progress	Complete	Totals	%
Design	$ -	$ 10,812,544	$ 994,468	$ 11,807,012	42%
D-B	$ -	$ 3,697,408		$ 3,697,408	13%
Const	$ -	$ 10,354,368		$ 10,354,368	37%
CM	$ -	$ 2,021,827		$ 2,021,827	7%
Totals	$ -	$ 27,087,935	$ 994,468	$ 27,880,615	
%	0%	96%	4%		



Court Order

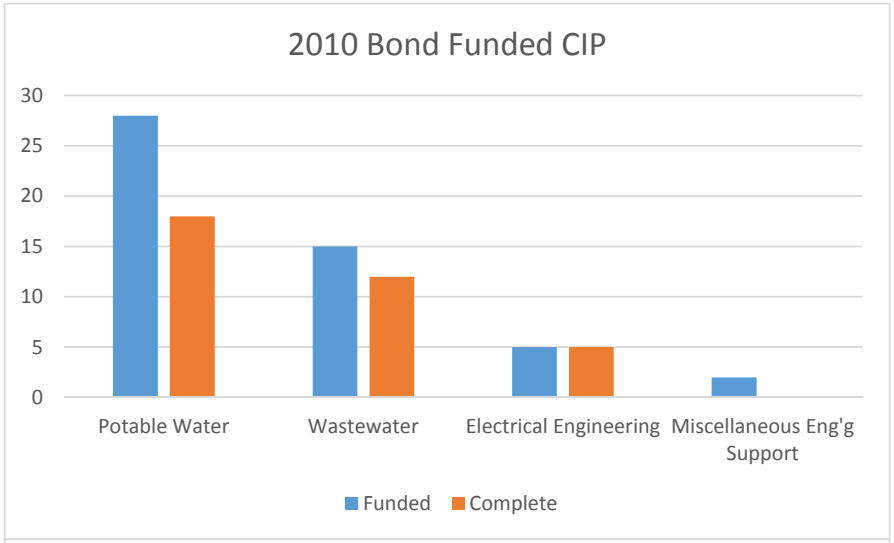
	Items	On-time Items Completed/Continuous	Items Delayed	Completed Late	Items on Schedule	Performance %
Court order total	93	74	6	4	9	93.5%

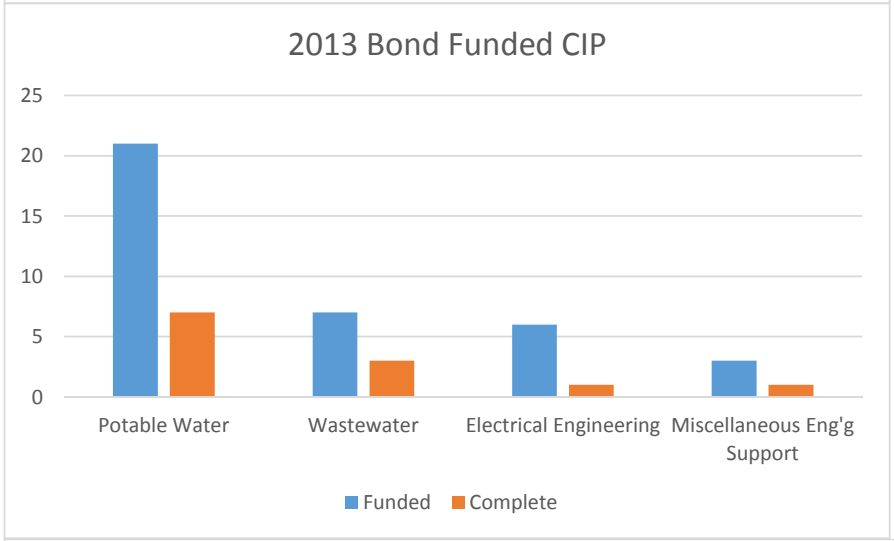


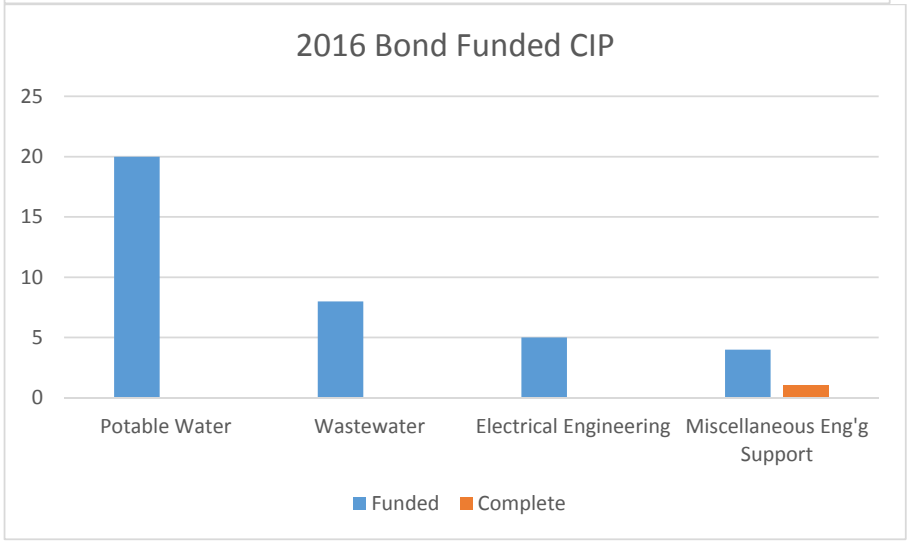
- 6 items delayed.
  - SSES (2 items)
  - Agat/SR System (2 items)
  - Cl Residual Monitors
  - Meters
- Final Date to complete all Court Order items is December 31, 2020.
- Overflow or Bypass events reported to USEPA – No events reported since February 21.
- The new Agat WWTP is starting up.

CIP Summary - Project Encumbrance

	2010 Bond		2013 Bond		2016 Bond			
	Funded	**Complete**	**Funded**	**Complete**	**Funded**	**Complete**	**Total CIP Projects**	**%**
Potable Water	28	18	21	7	20	0	35	54%
Wastewater	15	12	7	3	8	0	16	25%
Electrical Engineering	5	5	6	1	5	0	10	15%
Miscellaneous Eng'g Support	2	0	3	1	4	1	4	6%
Totals	50	35	37	12	37	1	65	100%
% of Total CIP by Fund Source	70%		32%		57%			
% of CIP Funding Completed		62%		32%		3%		

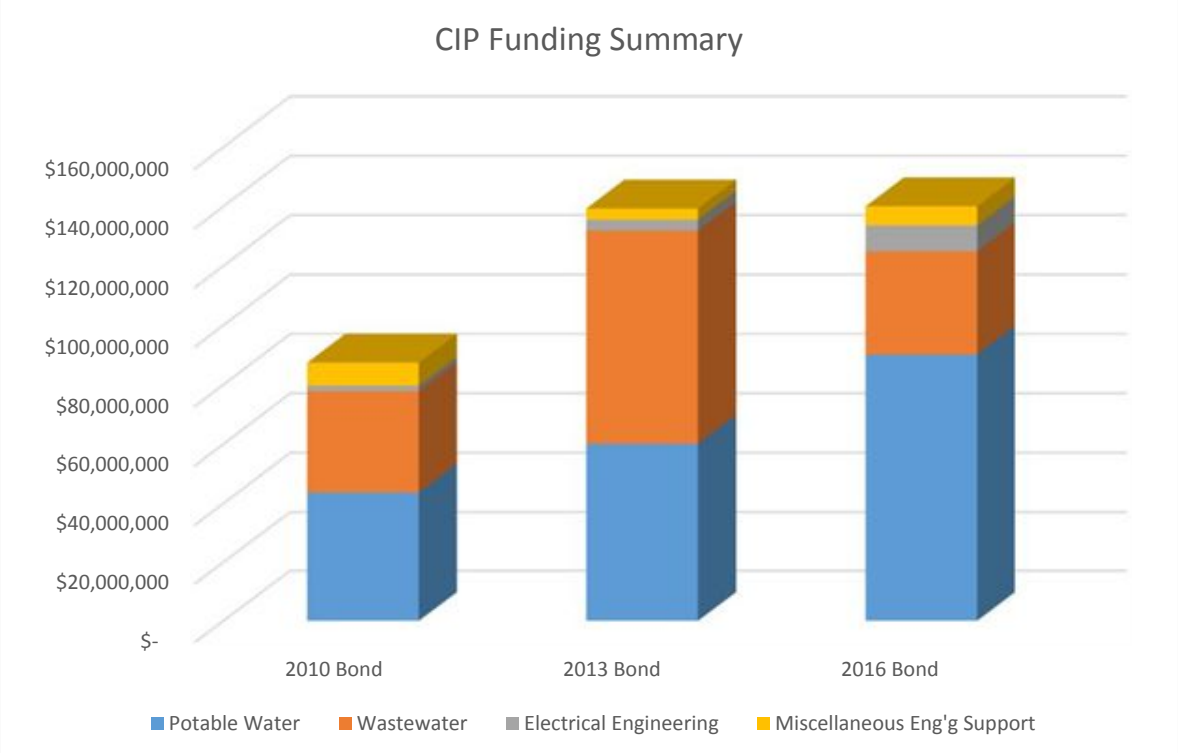

2010 Bond Funded CIP
30
25
20
15
10
5
0
Potable Water
Wastewater
Electrical Engineering
Miscellaneous Eng'g Support
Funded
Complete


2013 Bond Funded CIP
25
20
15
10
5
0
Potable Water
Wastewater
Electrical Engineering
Miscellaneous Eng'g Support
Funded
Complete


2016 Bond Funded CIP
25
20
15
10
5
0
Potable Water
Wastewater
Electrical Engineering
Miscellaneous Eng'g Support
Funded
Complete

CIP Summary - Project Amounts

	2010 Bond		2013 Bond		2016 Bond			
	Funded	%	Funded	%	Funded	%	Total CIP Projects	%
Potable Water	$ 43,671,000	50%	$ 58,317,117	42%	$ 64,647,830	46%	$ 166,635,947	45%
Wastewater	$ 34,070,000	39%	$ 73,837,883	53%	$ 60,227,170	43%	$ 168,135,053	46%
Electrical Engineering	$ 1,920,000	2%	$ 3,395,000	2%	$ 8,750,000	6%	$ 14,065,000	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%			



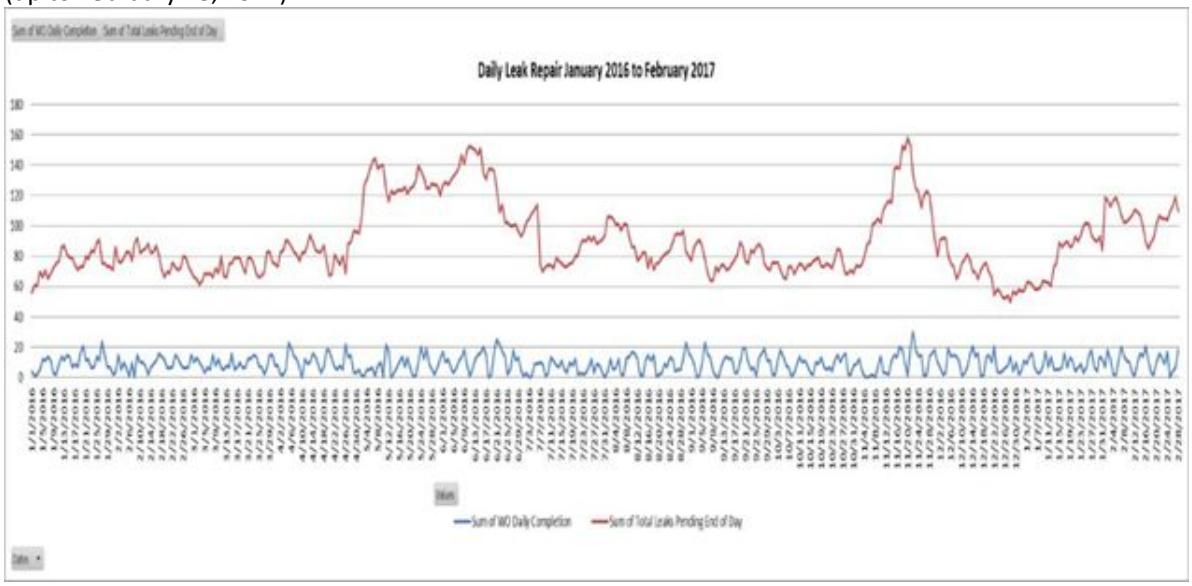
Land Acquisition Status

- ALC property for NDWWTP: Land acquisition passed under Public law 33-198.
- CLTC properties: See Land Acquisition chart below.
- Private properties needed for Court-order improvement projects: See Land Acquisition chart below.

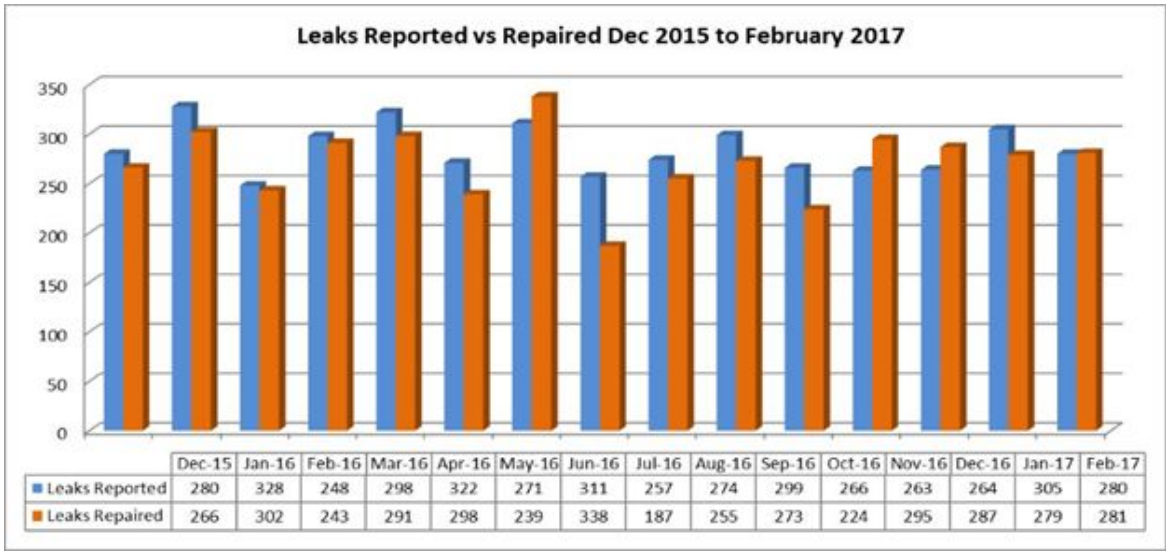
GWA Facility	Location	Gov. or Private Property	Land Acquisition Status
	Ugum	Private	Relevant documentation sent 01/05/17 to legal for condemnation process.
	Manenggon	Private	Contract of sale sent to Verizon for signature 03/06/17.
	Santa Rita	Gov't. – CLTC	Survey map transmitted to DLM Director for signature on 02/24/17.
	Astumbo	Gov't. - CLTC	Survey map ongoing.
	Upper Tumon	Gov't. - CLTC	Survey parceling map finalized and recorded on 02/22/17.
	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 has no interest in selling.
Deep Well	Y-8	Gov't. - CLTC	GWA has scheduled survey services with DCA. GWA working to obtain appraisal services.
	AG-12	Dept. of Agriculture/Manhita Farms	GWA has scheduled survey services with DCA. GWA working to obtain appraisal services.
Booster Pump Station	Brigade	Private	Revised survey severance map transmitted to GWA on 03/02/17. Property owner and GWA are in discussions for confirmation on site plan and property map.

Key Operational Issues

Leak Repair: WOs Completed & Pending (Daily)
(up to February 28, 2017)

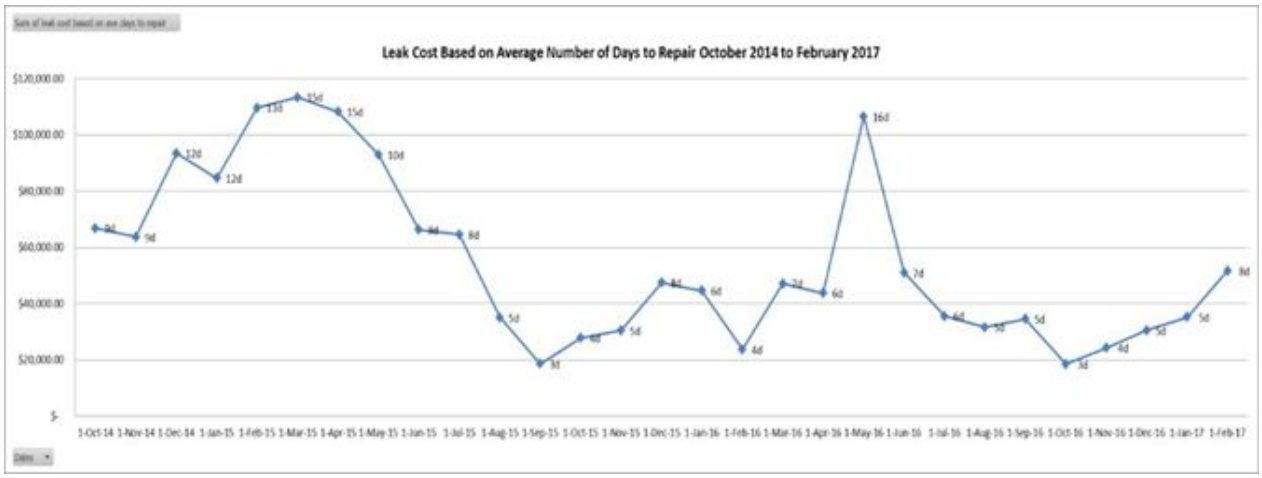


Leak Repair: Leaks Reported and Repaired (Monthly)



	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
Leaks Reported	280	328	248	298	322	271	311	257	274	299	266	263	264	305	280
Leaks Repaired	266	302	243	291	298	239	338	187	255	273	224	295	287	279	281

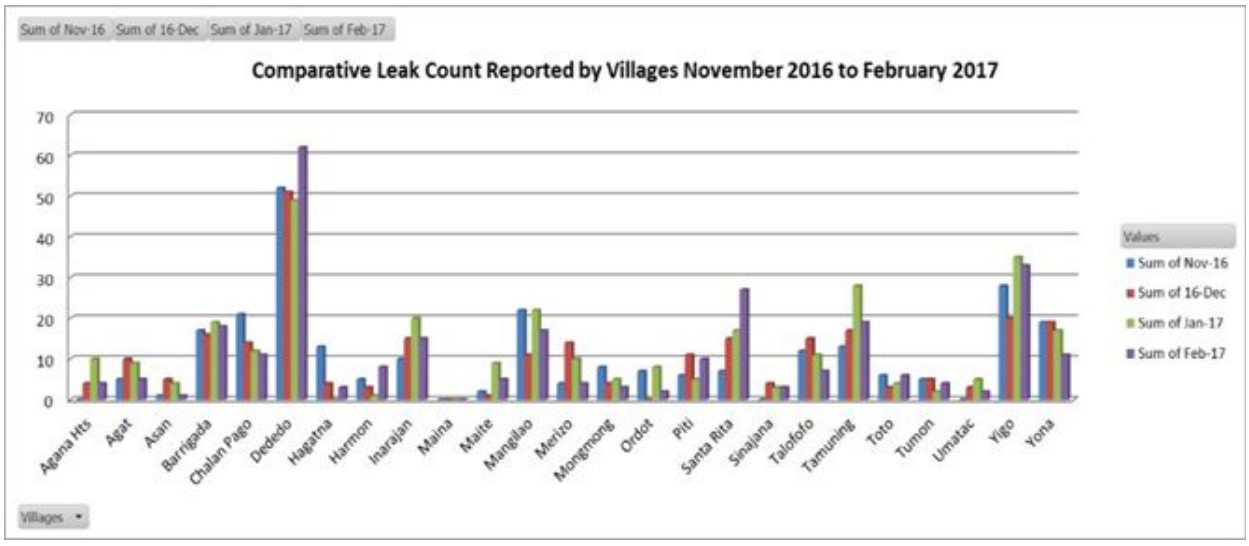
Leak Repair: Cost Savings – Days to Repair (Monthly)



Assumptions:

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

Leak Repair: Reported by Village



4.2.2 Financials

CFO Cruz reported underperformance with revenues. He said GWA has been missing revenue targets for the past 3-4 months. He said this has been the trend. He said he believes this is due to approximately 5,000 meters that continue to slowly fail. Chairman Duenas asked GM Bordallo if he would like to comment. GM Bordallo said he has already put together an action plan to address this. Customer Service and Finance are looking at this to identify the accounts and flag the accounts that are due additional billing. Badger Meters in on island and helping management identify the cause for the underperformance. The particular model that is failing is not robust enough to withstand the existing boxes. Management has identified a better stronger meter that is being ordered to replace the less robust meters. Badger Meter has agreed to honor the warranty issue and make the replacement

Comm. Sanchez asked about the loss revenue – is there any coverage for this. Atty. Clark said no there is no compensatory clause included in the warranty.

GM Bordallo mentioned that the meter reading system GWA was using does not capture the previous read and management is in the process of retaining previous readings. CSA San Agustin further explained that previous reads are now stored on the read system that can be access onsite during the actual reading in real time. This will enable GWA to advise customers of any abnormalities immediately.

GM Bordallo said another thing management is working on is to focus on batches received trying to tie them to locations while the warranty is still active for possible replacement before the warranty deadline.

There was discussion on how often the low / no read reports are pulled for action. CSA San Agustin said the zero reads are easy and can be identified immediately. It's the low reads are more challenging. Commissioner Sanchez asked CFO how often does management look at the low reads. CFO Cruz said this report is pulled at month end and only if finance sees a significant difference in revenues and not monitored daily. CFO said the data is there and no one is monitoring the data. Comm. Sanchez said this is GWA's cash register and it would behoove management to look at this daily or more often. He said this information should be available and reviewed daily. CFO Cruz said in his opinion this should be the responsibility of operations not finance. Comm. Sanchez said we have good managers and cannot understand how the right hand doesn't know what the left hand is doing. CFO Cruz said GM Bordallo is working to identify the matter and to put a program in place to resolve this issue. He said in that past reports are pulled only when anomalies are identified and said the task force meets weekly to work on this – a daily report is probably not feasible because it takes that long just to pull, read and identify the problems. More likely a couple days report / data is more reasonable. He reiterated that management is taking the steps on improving the processes and resolving this matter as quickly as possible.

Relative to budgets – Comm. Sanchez said there is no way to justify the rate request for next year. It is not fair to the ratepayers that an internal issue caused revenues to be lost.

4.2.3 Resolution No. 23-FY2017 Relative to Approving the Property Insurance, General Liability Insurance, Directors and Officers Liability Insurance, Cyber Insurance, Automobile Insurance and Crime Insurance Bid in Guam Waterworks ("GWA") Bid Number IFB 2017-12 and Authorizing GWA to Petition the Public Utilities Commission ("PUC") Under the Contract Review Protocol

Relative to its Bond Indenture, GWA is required to maintain or cause to be maintained insurance with responsible insurers in types and amounts that is usually maintained by prudent operators of systems similar and similarly situated to GWA's system. The current policy is expiring on April 12, 2017 and this resolution seeks CCU approval of its invitation for bid. It was mentioned that AM Insurance was the sole bidder.

In its' bid GWA noted both a three (3) year term valued at $2,923.408 and a five (5) year term valued at $4,528,804. The bid will go through PUC 's contract review and approval process and will be funded by revenue funds.

Comm. Bamba motioned to approve Resolution 23-FY2017; Comm. Santos seconded.

In discussion Comm. Bamba recommended to amend the resolution by adding a clause

On the amendment all voted unanimously to approve the amendment
On the main motion, there was no further discussion or objection and the motion passed.

4.2.4 Resolution No. 24-FY2017 Relative to Creation of the Cross Connection Control Manager Position

The Guam Waterworks Authority (GWA) has determined a need to create the Cross Connection Control Manager position who will work under the general direction of the Assistant General Manager for Compliance and Safety. His main duty is to help manage GWA's wide range of regulatory activities pursuant to further compliance to correct the "Findings of Significant Deficiencies in Guam Waterworks Authority's Public Water Systems. In addition, the creation of this position will provide a variety of technical work in managing the development and implementation of the GWA's Cross Connection Control and Backflow Prevention Program in the water operations, including administrative, CCU and PUC proceedings.

The Cross Connection Control Manager will be organizationally located within the Compliance and Safety Department, under the general direction of the General Manager and the Assistant General Manager for Compliance and Safety. GWA will certify funding for the position available for the filling and retention of its certified, technical and professional newly created position. The funding of this position does not have an impact on the General Fund.

Additionally, Guam law requires notice of such posting to each newspaper of general circulation and broadcasting station, which airs regular news programs within Guam. Management confirmed that all necessary postings and announcements as required by law have been fulfilled.

Comm. Sanchez motioned and Comm. Santos seconded to approve Resolution 24-FY2017. There was no further discussion or objection and the motion carried

4.2.5 Resolution No. 25-FY2017 Relative to the Consolidated Commission on Utilities Expressing to Congress its Support of Tax Exempt Municipal Bonds

Please refer to Section 4.1.3 above for details related to the ratification of Resolution 25-FY2017.

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 April 12; a work session for GPA on April 13 and the monthly CCU meeting on April 18.

7. 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

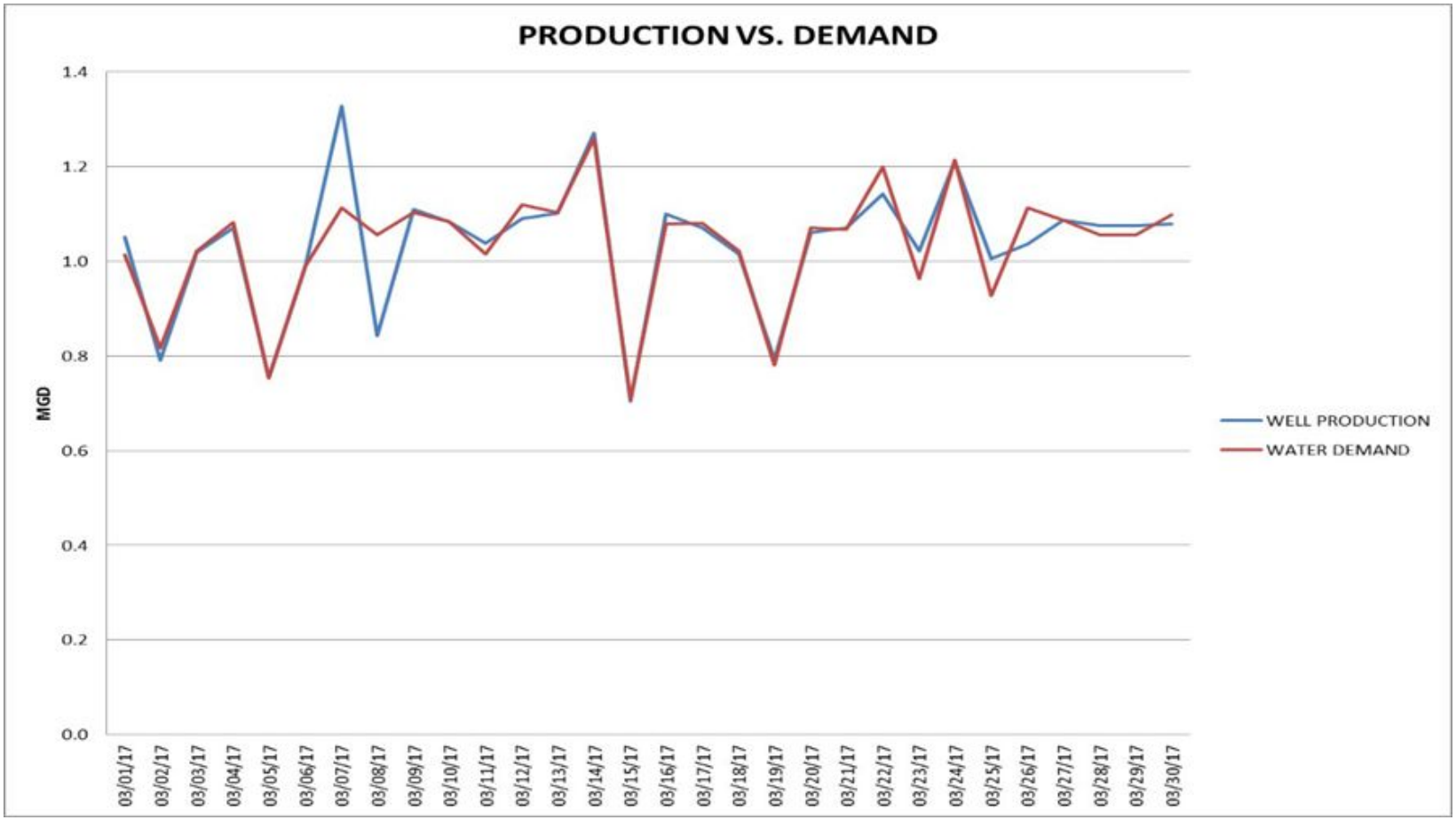
GUAM WATERWORKS AUTHORITY

General Manager's Report

GPWA CCU Board Meeting, April 18, 2017

"One Guam" Initiative – GWA and DOD NAVFAC

1. **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.**


PRODUCTION VS. DEMAND
MGD
1.4
1.2
1.0
0.8
0.6
0.4
0.2
0.0
03/01/17
03/02/17
03/03/17
03/04/17
03/05/17
03/06/17
03/07/17
03/08/17
03/09/17
03/10/17
03/11/17
03/12/17
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03/20/17
03/21/17
03/22/17
03/23/17
03/24/17
03/25/17
03/26/17
03/27/17
03/28/17
03/29/17
03/30/17
WELL PRODUCTION
WATER DEMAND

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.

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.

b. Renewal for GWA license are being processed. Renewal for TMS, Tarague Waterline, and AG1 well.

OEA Grants – Guam Water-Wastewater Infrastructure Projects

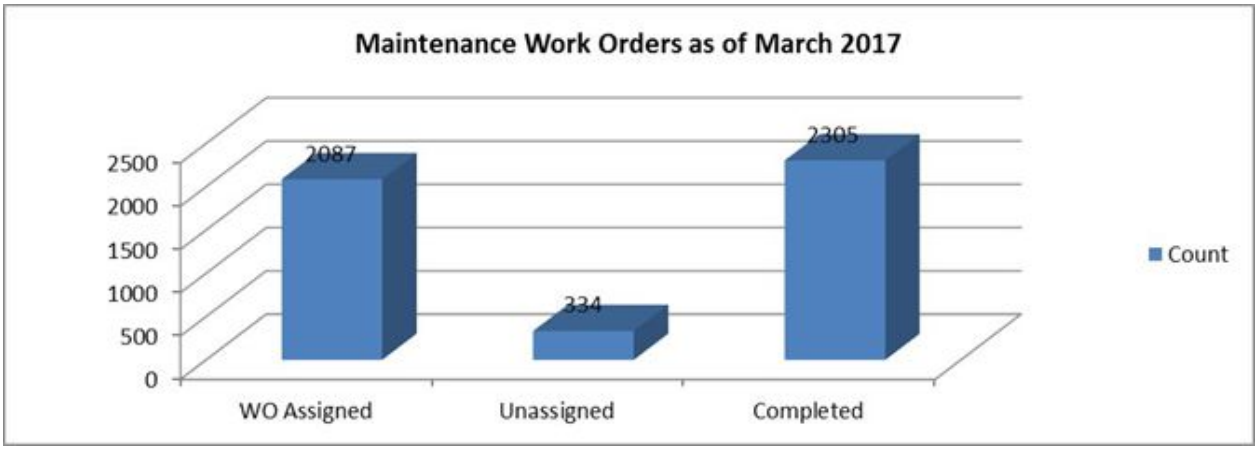
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  - NDWWTP – RFP drafted, under GWWIST Review
- GWWIST meeting scheduled for June in Hawaii.

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NEPA Analysis and Determination	Feb-17		Delayed	USEPA work on-going; procurement of contractor pending
Procure Construction Firm	Dec-18		On-target	
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- 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.
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- Work Order Report Summary (see below).

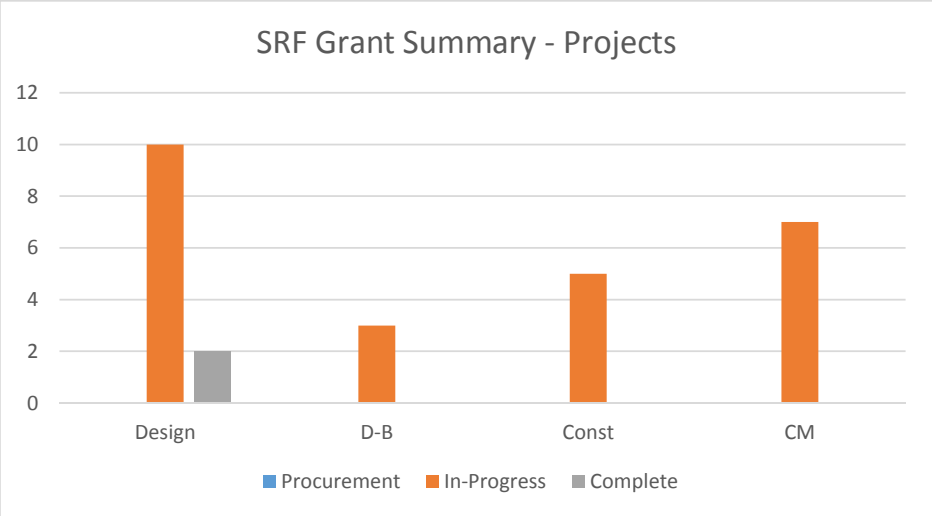


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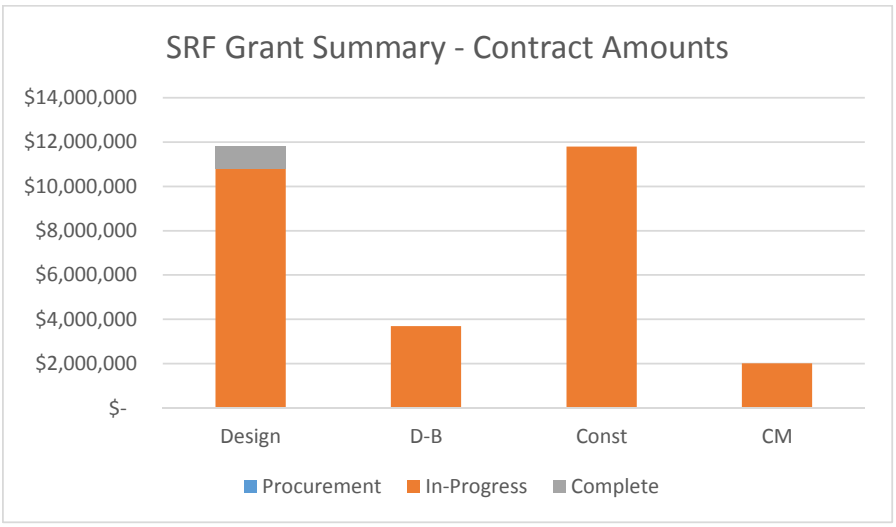
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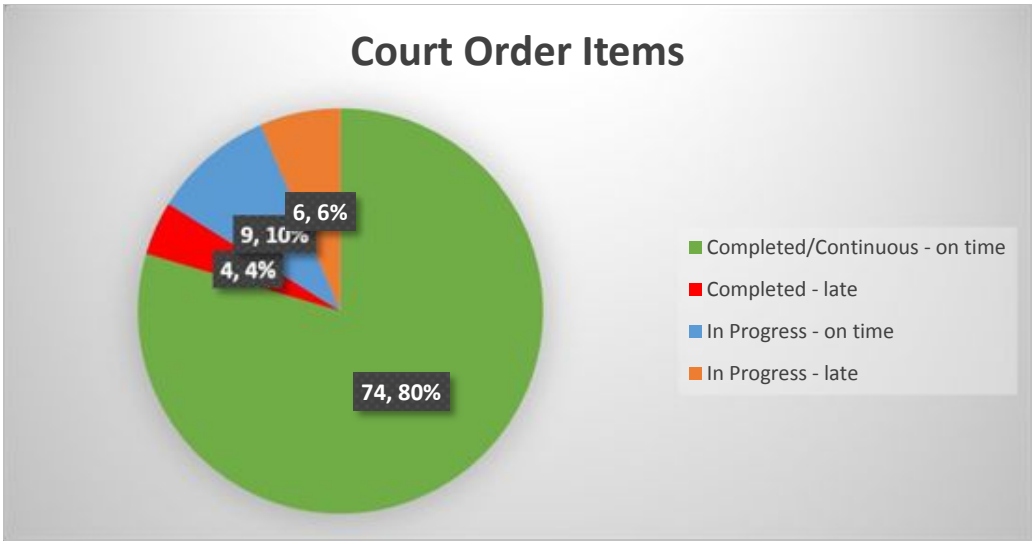
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Design	$ -	$ 10,812,544	$ 994,468	$ 11,807,012	40%
D-B	$ -	$ 3,697,408		$ 3,697,408	13%
Const	$ -	$ 11,799,256		$ 11,799,256	40%
CM	$ -	$ 2,021,827		$ 2,021,827	7%
Totals	$ -	$ 28,331,035	$ 994,468	$ 29,325,503	
%	0%	97%	3%		



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%

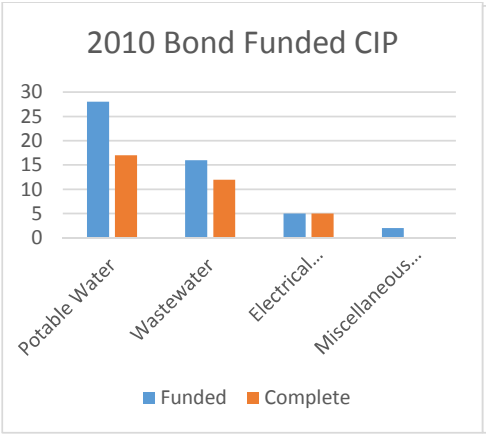


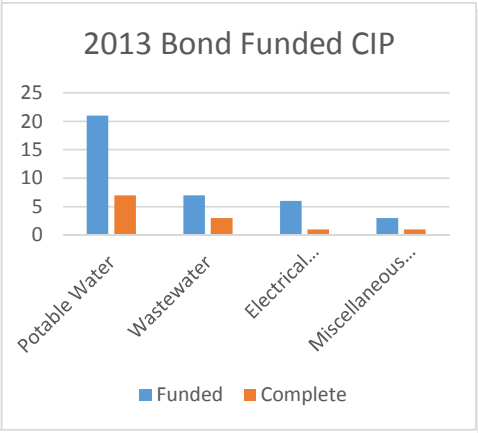
- 6 items delayed.
  - SSES (2 items)
  - Agat/SR System (2 items)
  - Cl Residual Monitors
  - Meters
- Final Date to complete all Court Order items is December 31, 2020.
- Overflow or Bypass events reported to USEPA – One Customer Cleanout spill on March 30, due to FOG.
- The new Agat WWTP is operational.

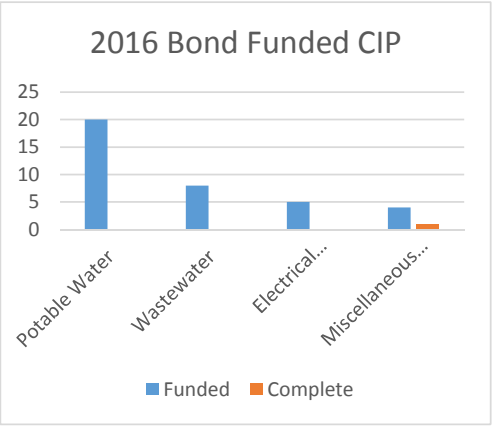
CIP Summary

CIP Summary - Project Encumbrance

	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%		

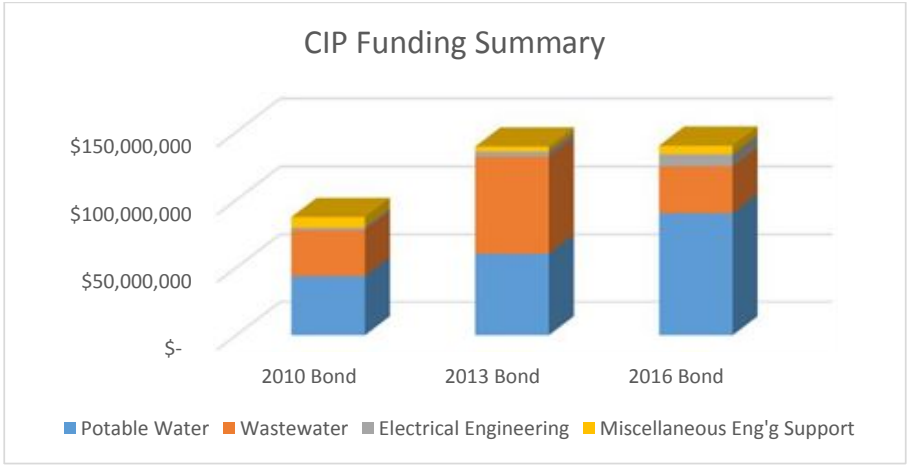






CIP Summary - Project Amounts

	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

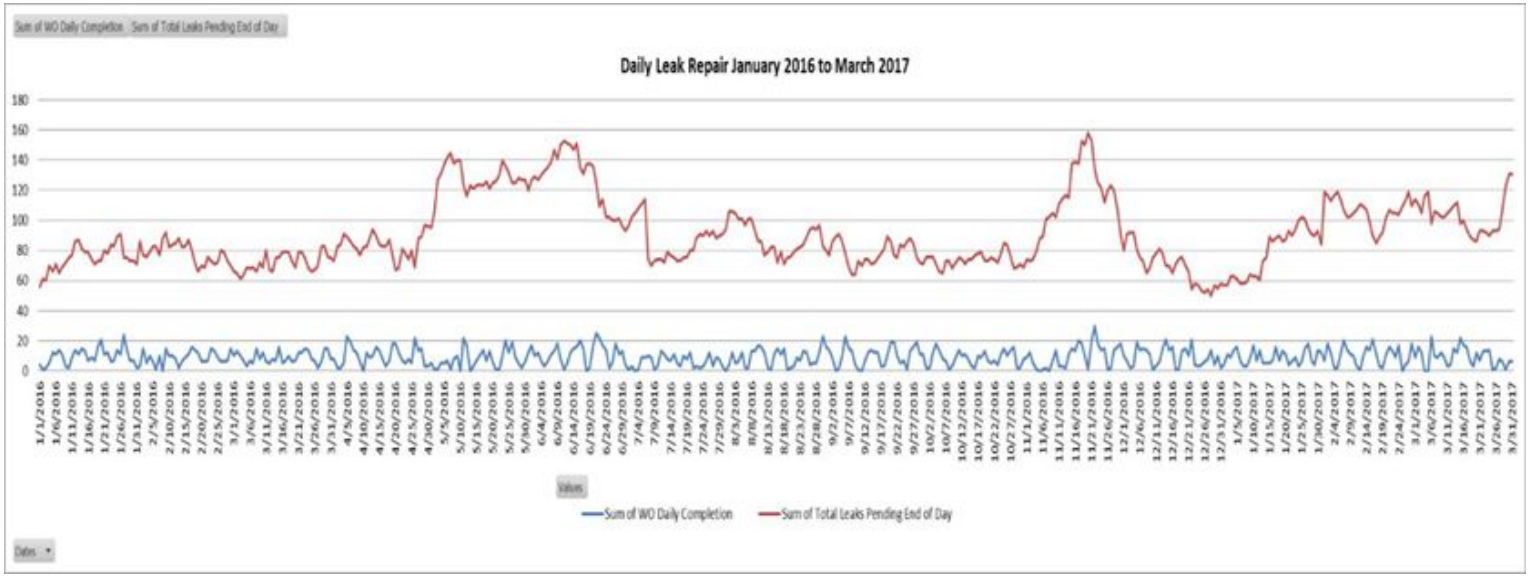
- ALC property for NDWWTP: Survey in progress; Appraiser in procurement.
- CLTC properties: See Land Acquisition chart below.
- Private properties needed for Court-order improvement projects: See Land Acquisition chart below.

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.

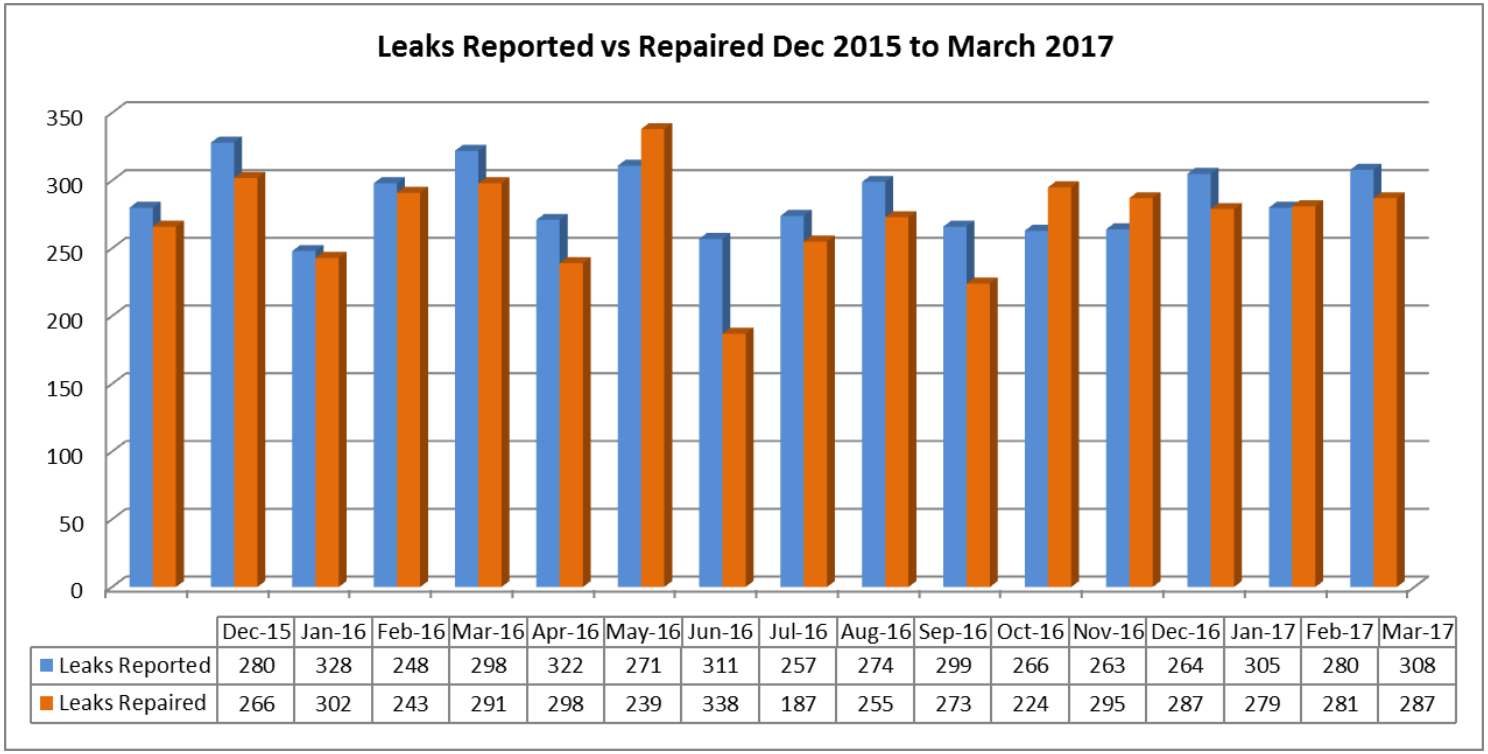
Key Operational Issues

Leak Repair: WOs Completed & Pending (Daily)

(up to March 31, 2017)

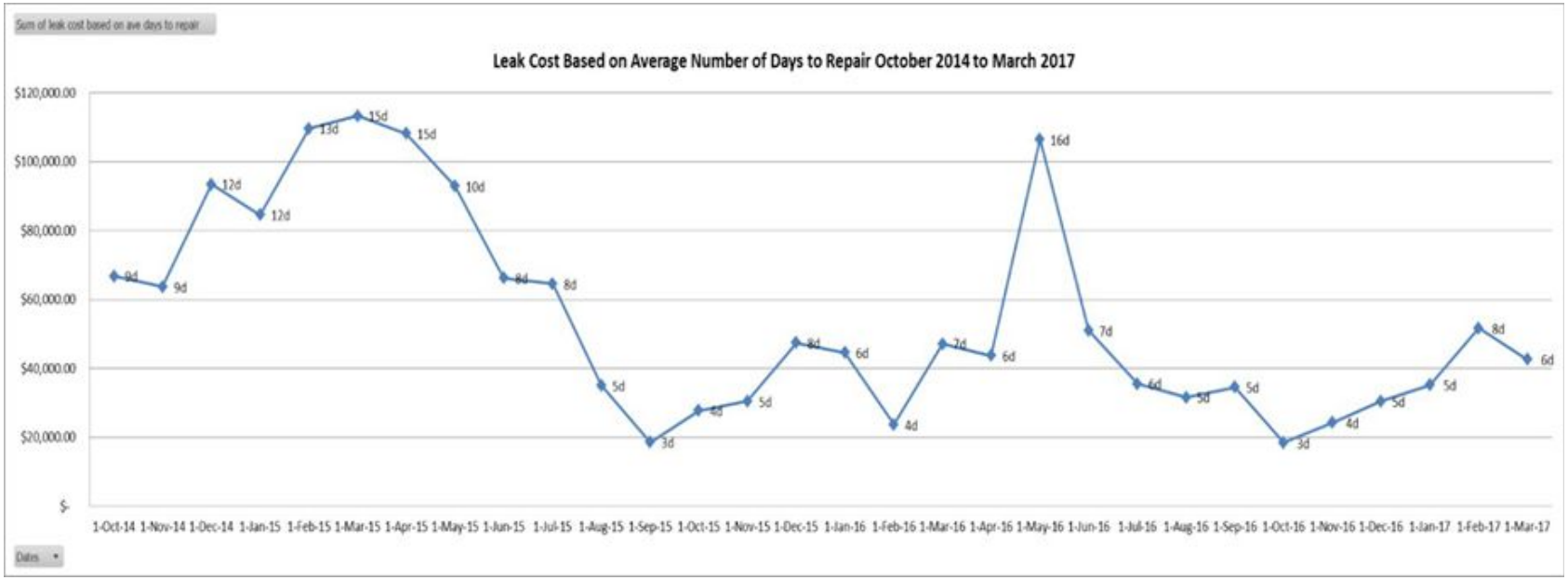


Leak Repair: Leaks Reported and Repaired (Monthly)



	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
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

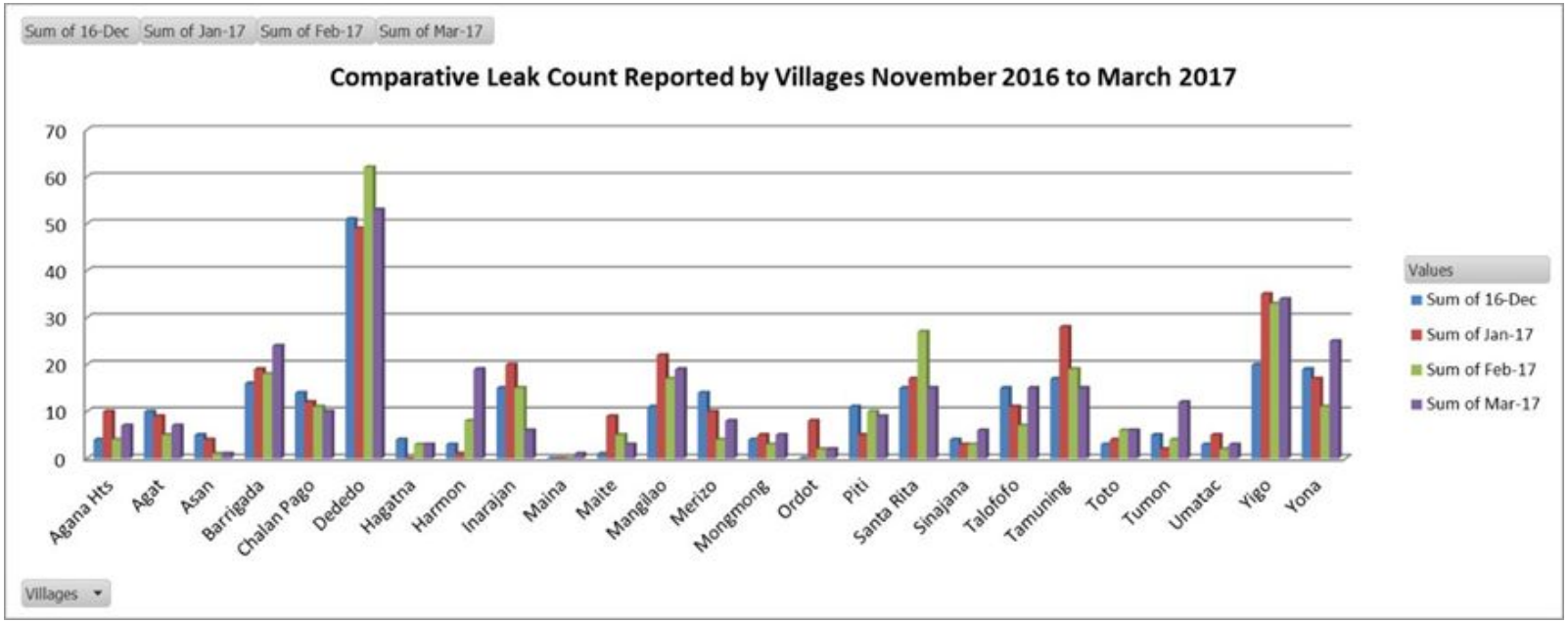
Leak Repair: Cost Savings – Days to Repair (Monthly)



Assumptions:

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

Leak Repair: Reported by Village



DASHBOARD

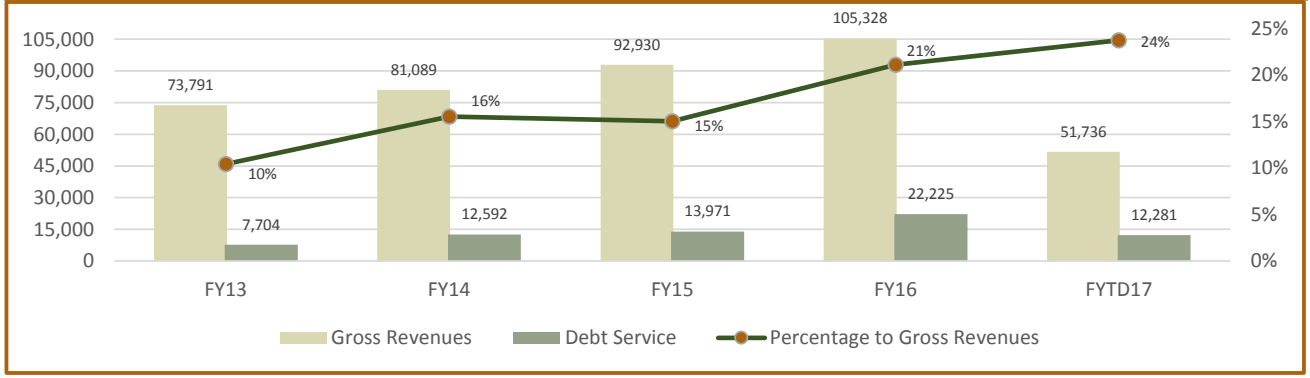
March 2017 YTD Budget vs Actual ($000)

Category	Description	Budget FY17	Actual FY17	Variance
Rate Based Revenues	Water	$35,234	$32,468	($2,765)
	Wastewater	20,275	18,941	(1,334)
	Total	55,508	51,409	(4,099)
Operations & Maintenance	Salaries & Benefits	13,104	9,997	(3,107)
	Power	6,371	5,721	(650)
	Water Purchases	4,058	3,508	(551)
	A&G	5,613	4,101	(1,511)
	Contractual	1,777	1,906	130
	Total	$40,576	$34,183	($6,393)

Key Financial Ratios ($000)

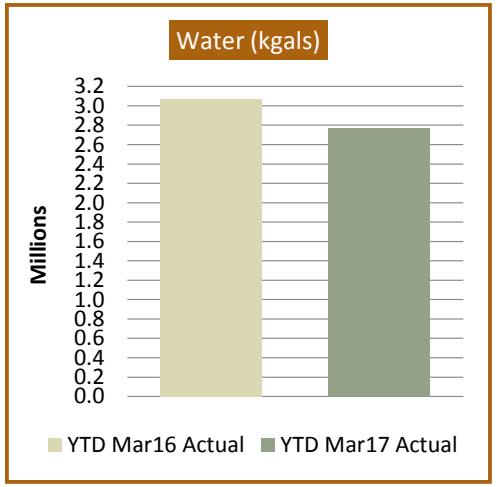
Category	FY17	FY16
Accounts Payable $$/Days	$4,424 / 54 days	$4,909 / 53 days
Accounts Receivable $$/Days	$15,999 / 48 days	$16,709 / 51 days
Days Cash On Hand	176 days	178 days
Annual Debt Service (Revenue Bonds)	$24,563	$22,225
Debt Service Coverage (Bond/PUC)	2.08 / 2.54	2.33 / 2.54

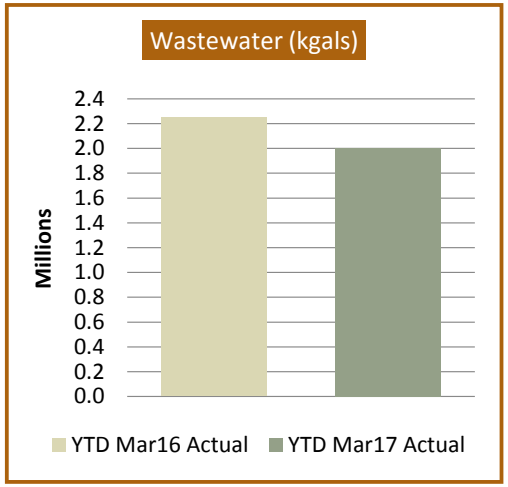
Debt as a Percent to Gross Revenue

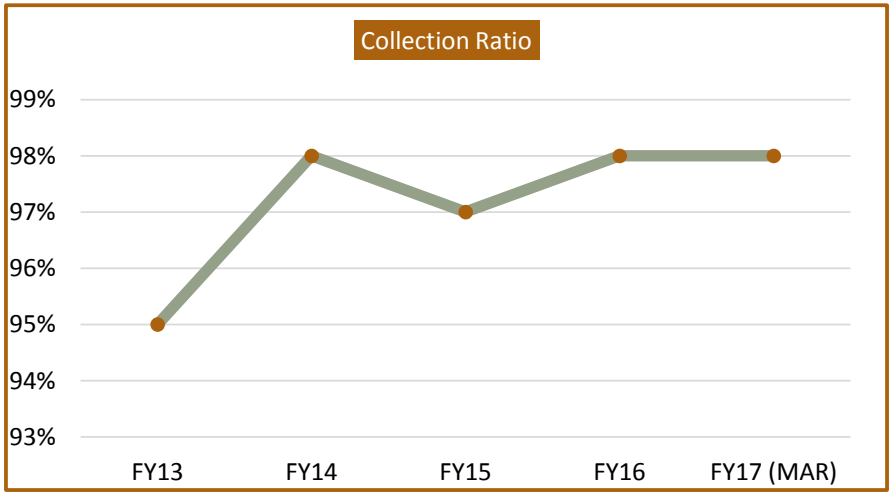


(1) Gross Revenues excludes SDC
(2) Debt Service Excludes Cap I

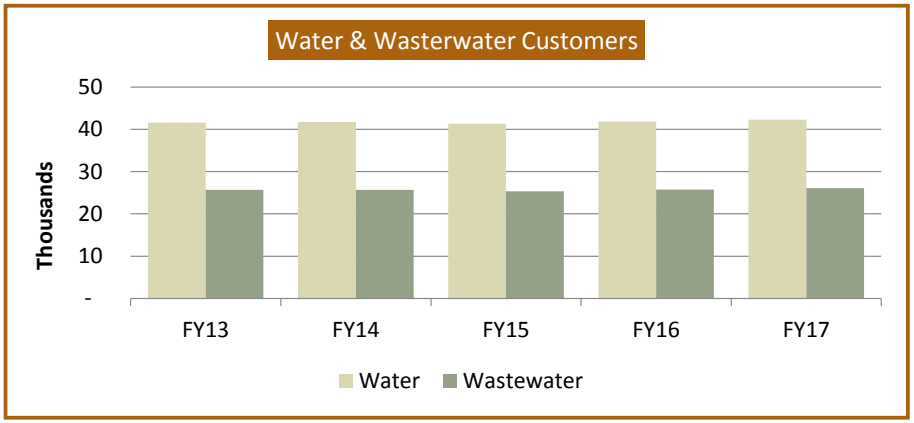
Water & Wastewater Analytics

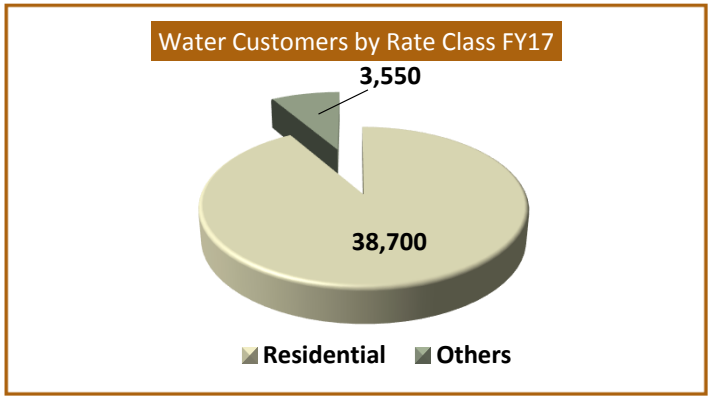


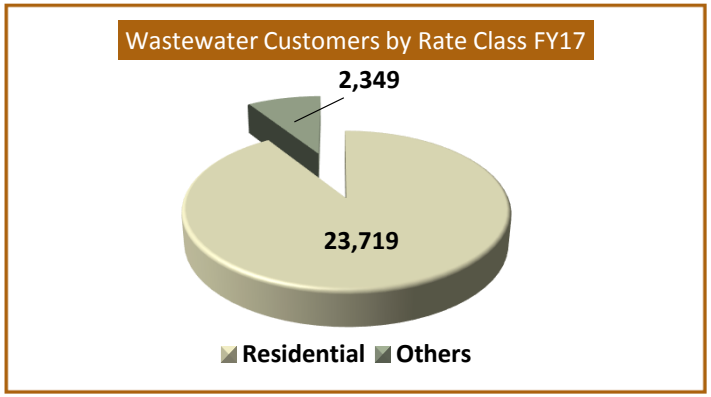


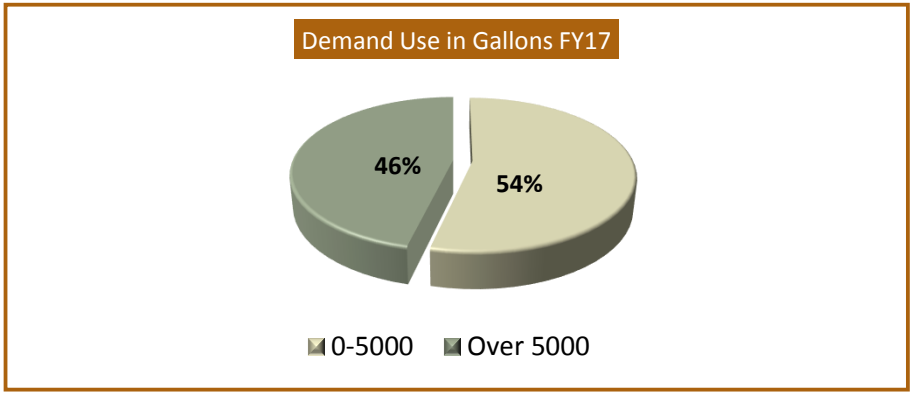


Water & Wastewater Customers





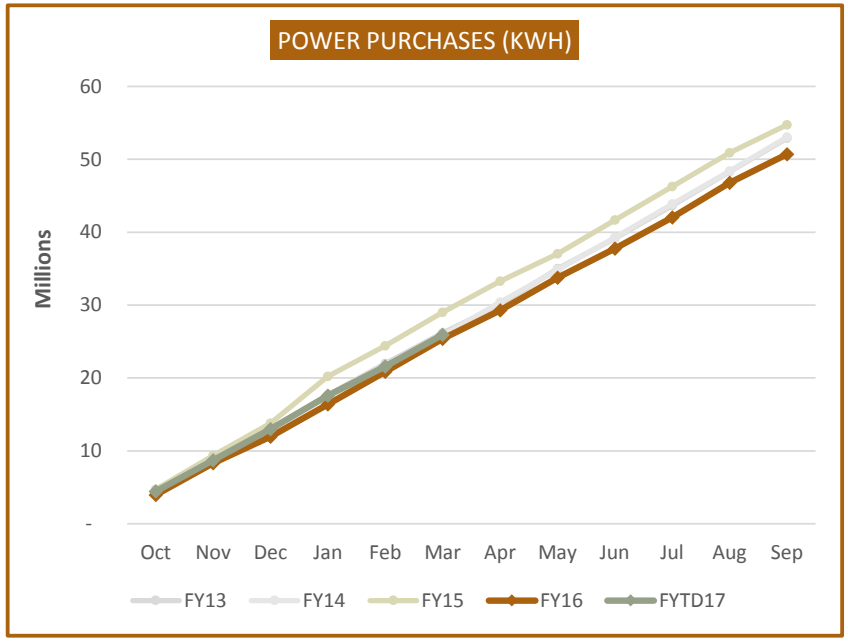


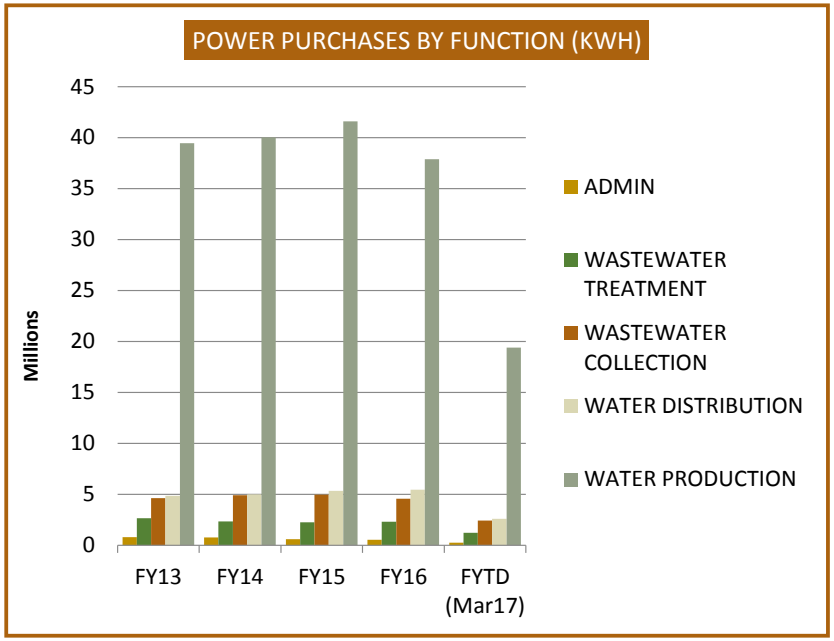


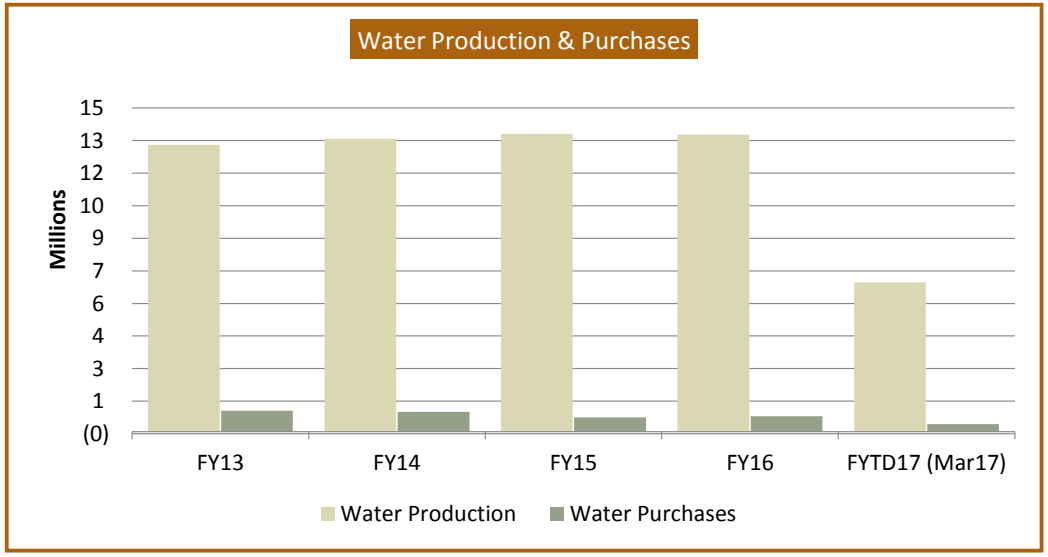
Top Ten Largest Water and Wastewater Customers – March 2017

Water			Wastewater		
Customer Name	FY17 YTD Revenues	% of Total	Customer Name	FY17 YTD Revenues	% of Total
1) MDI GUAM CORPORATION/LEOPALACE	$663,444	2.04%	1) AIR FORCE DOD	$2,076,861	10.97%
2) PACIFIC ISLANDS CLUB	618,865	1.91%	2) NAVY DOD	783,457	4.14%
3) HOTELS OF THE MARIANAS INC	505,052	1.56%	3) HOTELS OF THE MARIANAS INC	540,141	2.85%
4) SHERATON LAGUNA GUAM RESORT	466,761	1.44%	4) SHERATON LAGUNA GUAM RESORT	499,740	2.64%
5) HYATT	411,213	1.27%	5) HYATT	440,080	2.32%
6) HOTEL NIKKO GUAM	410,150	1.26%	6) HOTEL NIKKO GUAM	438,214	2.31%
7) PACIFIC STAR RESORT & SPA	331,474	1.02%	7) PACIFIC STAR RESORT & SPA	353,715	1.87%
8) GUAM REEF HOTEL INC	317,732	0.98%	8) GUAM REEF HOTEL INC	339,680	1.79%
9) MDI GUAM CORPORATION/WESTIN	312,891	0.96%	9) MDI GUAM CORPORATION/WESTIN	334,481	1.77%
10) OUTRIGGER GUAM RESORT	300,085	0.92%	10) OUTRIGGER GUAM RESORT	321,451	1.70%
Total	**$4,337,665**	**13.36%**	**Total**	**$6,127,819**	**32.36%**

Power, Water Purchases and Water Production

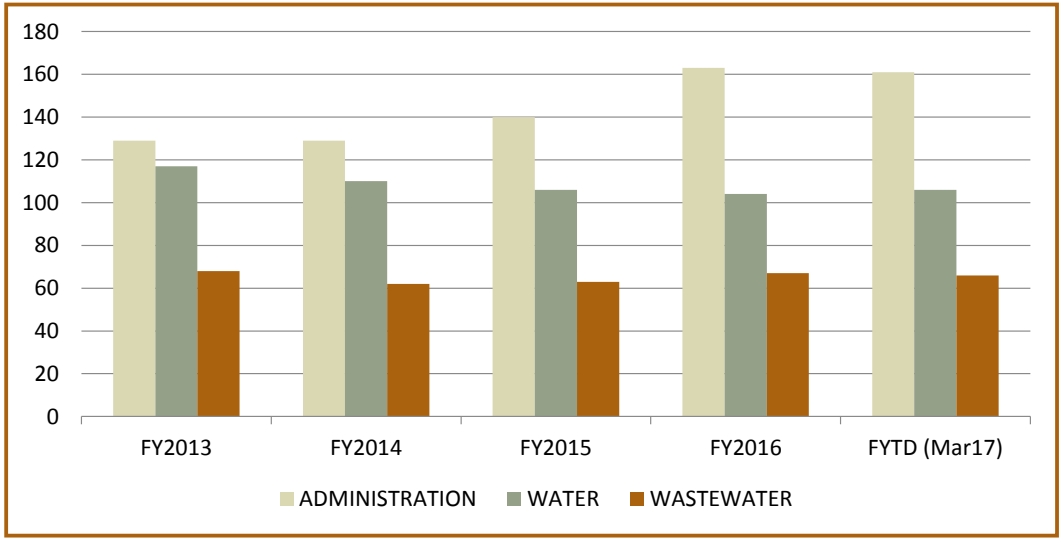






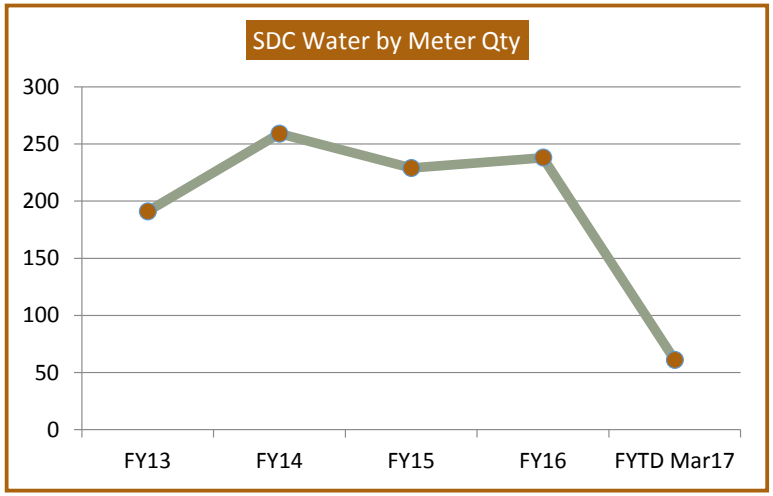
FTE by Major Division

DIVISION	FY2013	FY2014	FY2015	FY2016	FYTD (Mar17)
ADMINISTRATION	129	129	140	163	161
WATER	117	110	106	104	106
WASTEWATER	68	62	63	67	66
TOTAL NUMBER OF STAFF	314	301	309	334	333
Gross Salaries & Wages ($000)	14,929	15,532	15,805	16,442	8,404
Water Customers	41,582	41,702	41,274	42,259	42,250
Staff to Customers Ratio	0.76%	0.72%	0.75%	0.79%	0.79%

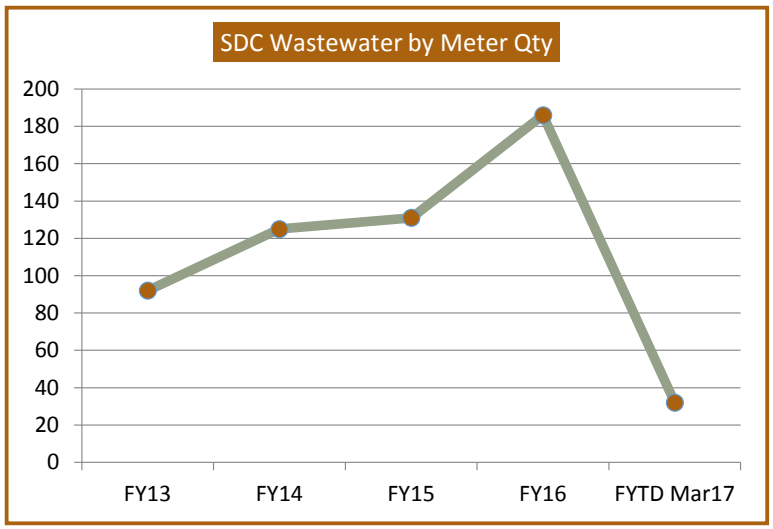


Note: FYTD17 number of employees 333 is as of March 2017

SDC Water & Wastewater (Meter Quantity)



Actual Meter Sizes (Inches)	FY 2013	FY 2014	FY 2015	FY 2016	FYTD (Mar17)
5/8 x 3/4	179	248	220	239	59
1	-	5	5	7	1
1 1/2	5	1	1	1	1
2	4	3	2	4	-
3	-	1	-	1	-
4	3	-	1	-	-
6	-	-	-	-	-
8	-	1	-	-	-
10	-	-	-	-	-
Total SDC by Water	191	259	229	252	61



Actual Meter Sizes (Inches)	FY 2013	FY 2014	FY 2015	FY 2016	FYTD (Mar17)
5/8 x 3/4	80	115	124	179	31
1	-	4	3	2	-
1 1/2	5	1	1	1	1
2	4	3	2	3	-
3	-	1	-	1	-
4	3	-	1	-	-
6	-	-	-	-	-
8	-	1	-	-	-
10	-	-	-	-	-
Total SDC by Wastewater	92	125	131	186	32

GUAM WATERWORKS AUTHORITY
MARCH 31, 2017
FINANCIAL AND RELATED REPORTS
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GUAM WATERWORKS AUTHORITY
Balance Sheet
March 31, 2017

SCHEDULE A

ASSETS	Unaudited March 31, 2017	Audited September 30, 2016	Increase (Decrease)
Current Assets:			
Cash:			
Unrestricted (Schedule G)	5,537,712	5,157,430	380,282
Restricted Funds (Schedule G)	58,919,586	51,436,547	7,483,039
Accounts Receivable Trade, Net of Allowance for Doubtful Receivables of $11,393,231 at Mar 31, 2017 and $11,018,231 at Sep 30, 2016	15,165,312	15,644,048	(478,736)
Other Receivable	833,585	1,065,179	(231,593)
Materials & Supplies Inventory, Net of Allowance for Obsolescence of $457,370 at Mar 31, 2017 and Sep 30, 2016	1,699,410	2,269,775	(570,365)
Total Current Assets	82,155,605	75,572,979	6,582,626
Property, Plant and Equipment			
Utility plant in service:			
Water system	306,755,013	306,262,568	492,445
Wastewater system	259,750,436	259,512,407	238,029
Non-utility property	23,015,934	22,474,787	541,148
Total property	589,521,383	588,249,761	1,271,621
Less Accumulated Depreciation	(290,811,661)	(282,837,613)	(7,974,048)
Land	394,288	254,288	140,000
Construction Work in Progress	112,826,792	81,877,561	30,949,231
Property, Plant and Equipment, net	411,930,802	387,543,997	24,386,805
Other noncurrent assets			
Restricted cash (Schedule G)	262,247,288	285,277,784	(23,030,496)
Investments (Schedule G)	43,549,314	41,029,262	2,520,052
Other Prepaid Expenses	816,225	652,000	164,225
Total other noncurrent assets	306,612,828	326,959,047	(20,346,219)
TOTAL ASSETS	800,699,235	790,076,022	10,623,212
Deferred outflows of resources:			
Debt defeasance loss on refunding	1,787,291	1,878,602	(91,311)
Deferred outflows from pension	4,035,126	4,668,010	(632,884)
Total Assets and Deferred Outflows of Resources	**806,521,652**	**796,622,635**	**9,899,017**
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	4,424,383	4,909,146	(484,763)
Accrued Expense	42,126	42,126	0
Interest Payable	6,710,751	6,748,638	(37,886)
Accrued Payroll and Employee Benefits	2,201,548	1,692,622	508,926
Accrued Annual Leave	1,714,317	1,641,497	72,820
Current portion of employee annual leave	548,845	548,845	-
Contractor's Payable	3,023,524	3,436,908	(413,384)
Customer Deposits	2,201,447	2,228,235	(26,788)
Total Current Liabilities	28,780,929	29,162,004	(381,075)
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	(1,907,865)	(1,948,205)	40,340
Unamortized Discount - Bond 2013	(1,364,301)	(1,389,850)	25,550
Unamortized Premium - Bond 2014	4,938,000	5,071,307	(133,307)
Unamortized Premium - Bond 2016	17,566,722	17,870,470	(303,747)
Notes Payable	7,185,429	8,578,203	(1,392,774)
Unfunded Ret Liability (GASB 67/68)	36,921,014	38,195,938	(1,274,924)
Employee Annual Leave, Less Current Portion	903,284	887,084	16,200
TOTAL LIABILITIES	599,483,214	602,886,951	(3,403,737)
Net Assets	**207,038,438**	**193,735,684**	**13,302,754**
Total Liabilities and Net Assets	**806,521,652**	**796,622,635**	**9,899,017**

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings (Unaudited)
Comparative Budget vs. Actual for the period ending March 31, 2017

SCHEDULE B

	Month to Date			Variance
	Budget March-17	Encumbered March-17	Actual (Unaudited) March-17	Increase / (Decrease)
OPERATING REVENUES				
Water Revenues	5,678,548		5,210,854	(467,693)
Wastewater Revenues	3,284,461		2,959,292	(325,168)
Legislative Surcharge	288,387		236,291	(52,096)
Other Revenues	43,750		39,285	(4,465)
System Development Charge	133,333		58,111	(75,222)
Total Operating Revenues	9,428,479		8,503,834	(924,645)
OPERATING AND MAINTENANCE EXPENSES				
Water Purchases	676,391		574,540	(101,850)
Power Purchases	1,061,804		1,013,289	(48,515)
Total Utility Costs	1,738,195		1,587,829	(150,366)
Salaries and Wages	1,586,470		1,531,011	(55,459)
Pension and Benefits	597,585		289,730	(307,855)
Total Salaries and Benefits	2,184,055		1,820,741	(363,314)
Capitalized Labor and Benefits	(292,554)		(200,000)	92,554
Net Salaries and Benefits	1,891,501		1,620,741	(270,760)
Administrative and General Expenses				
Sludge removal	174,395	-	141,339	(33,056)
Chemicals	205,222	-	151,571	(53,651)
Materials & Supplies	216,071		195,639	(20,432)
Transportation	71,419	26,500	41,261	(3,658)
Communications	14,152	2,000	4,041	(8,111)
Claims	3,284		3,170	(114)
Insurance	135,312	-	101,034	(34,278)
Training & Travel	5,570	-	5,092	(477)
Advertising	7,045	-	6,624	(420)
Miscellaneous	102,963	-	49,653	(53,311)
Total Administrative and General Expense	935,431	28,500	699,423	(207,508)
Regulatory Expense	21,791	-	14,197	(7,594)
Bad Debts Provision	62,500	-	62,492	(8)
Depreciation Expense	1,529,550	-	1,329,008	(200,542)
Contractual Expense				
Audit & Computer Maint.	78,630	-	76,010	(2,620)
Building rental	38,368	-	34,635	(3,732)
Equipment rental	42,270	-	33,853	(8,417)
Legal	439	-	397	(42)
Laboratory	10,086	-	6,960	(3,126)
Other	126,292	-	125,330	(962)
Total Contractual Expense	296,085	-	277,185	(18,900)
Retiree Supp. Annuities and health care costs	239,312		230,143	(9,169)
Contribution to Government of Guam	48,285		49,500	1,215
Total Retiree Benefits	287,597		279,643	(7,954)
Total Operating Expenses	6,762,648	28,500	5,870,516	(863,633)
Earnings (Loss) from Operations	2,665,830	(28,500)	2,633,318	(61,012)
Interest Income-2010/13/14/16 Series Bond	1,029		41,967	40,939
Interest Income-Other Funds	642		6,098	5,457
Interest Income-SDC	-		2,334	2,334
Interest Expense- 2010/13/14/16 Series Bond	(2,223,983)		(2,223,983)	(0)
Interest Expense- ST BOG	(46,124)		(50,238)	(4,114)
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	-		46,304	46,304
Total non-operating revenues (expenses)	(1,692,111)	-	(1,612,356)	79,755
Net Income (Loss) before capital contributions	973,720	(28,500)	1,020,962	18,742
Capital Contributions				
Grants from US Government	250,000		1,102,822	852,822
Grants from GovGuam & Others	-		1,886	1,886
Other Contributions	-		-	-
Total Capital Contributions	250,000	-	1,104,708	854,708
Change in Net Assets	1,223,720	(28,500)	2,125,670	873,450
Debt Service Calculation				
Earnings From Operations	2,665,830		2,633,318	
System Development Charge	(133,333)		(58,111)	
Interest/Investment Income	642		6,098	
Depreciation	1,529,550		1,329,008	
Balance Available for Debt Service per Section 6.12	4,062,689		3,910,314	
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		4,842,448	
Debt Service				
Principal	420,000		420,000	
Interest	1,626,858		1,626,858	
Total	2,046,858		2,046,858	
Debt Service Coverage inclusive of reserves (PUC)	2.15		2.37	
Debt Service Coverage (1.25X)- per Section 6.12 (Indenture)	1.98		1.91	

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings (Unaudited)
Comparative for the period ending March 31, 2017 and 2016

SCHEDULE C

	Month to Date Actual (Unaudited) March-17	Month to Date Actual (Audited) March-16	Variance Increase / (Decrease)
OPERATING REVENUES			
Water Revenues	5,210,854	5,361,643	(150,789)
Wastewater Revenues	2,959,292	3,102,398	(143,106)
Legislative Surcharge	236,291	241,527	(5,236)
Other Revenues	39,285	43,325	(4,040)
System Development Charge	58,111	119,028	(60,917)
Total Operating Revenues	8,503,834	8,867,921	(364,087)
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	574,540	531,170	43,371
Power Purchases	1,013,289	935,490	77,798
Total Utility Costs	1,587,829	1,466,660	121,169
Salaries and Wages	1,531,011	1,333,993	197,018
Pension and Benefits	289,730	454,904	(165,175)
Total Salaries and Benefits	1,820,741	1,788,897	31,844
Capitalized Labor and Benefits	(200,000)	(248,363)	48,363
Net Salaries and Benefits	1,620,741	1,540,534	80,207
Administrative and General Expenses			
Sludge removal	141,339	130,423	10,915
Chemicals	151,571	186,596	(35,025)
Materials & Supplies	195,639	103,711	91,928
Transportation	41,261	47,876	(6,615)
Communications	4,041	10,265	(6,224)
Claims	3,170	10,618	(7,448)
Insurance	101,034	101,111	(77)
Training & Travel	5,092	12,457	(7,364)
Advertising	6,624	15,907	(9,283)
Miscellaneous	49,653	68,429	(18,777)
Total Administrative and General Expense	699,423	687,393	12,030
Regulatory Expense	14,197	27,104	(12,908)
Bad Debts Provision	62,492	86,193	(23,701)
Depreciation Expense	1,329,008	1,279,008	50,000
Contractual Expense			
Audit & Computer Maint.	76,010	86,467	(10,457)
Building rental	34,635	33,279	1,357
Equipment rental	33,853	58,162	(24,309)
Legal	397	362	35
Laboratory	6,960	10,234	(3,274)
Other	125,330	154,589	(29,259)
Total Contractual Expense	277,185	343,094	(65,909)
Retiree Supp. Annuities and health care costs	230,143	230,355	(213)
Contribution to Government of Guam	49,500	48,667	833
Total Retiree Benefits	279,643	279,022	621
Total Operating Expenses	5,870,516	5,709,007	161,508
Earnings (Loss) from Operations	2,633,318	3,158,914	(525,596)
Interest Income-2010/13/14/16 Series Bond	41,967	2,083	39,885
Interest Income-Other Funds	6,098	3,177	2,921
Interest Income-SDC	2,334	-	2,334
Interest Expense - 2010/13/14/16 Series Bond	(2,223,983)	(1,994,375)	(229,608)
Interest Expense- ST BOG	(50,238)	(59,096)	8,858
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	46,304	(51,397)	97,701
Total non-operating revenues (expenses)	(1,612,356)	(1,237,323)	(375,033)
Net Income (Loss) before capital contributions	1,020,962	1,921,591	(900,629)
Capital Contributions			
Grants from US Government	1,102,822	434,254	668,568
Grants from GovGuam & Others	1,886	23,151	(21,266)
Other Contributions	-	-	-
Total Capital Contributions	1,104,708	457,405	647,303
Change in Net Assets	2,125,670	2,378,996	(253,326)
Debt Service Calculation			
Earnings From Operations	2,633,318	3,158,914	
System Development Charge	(58,111)	(119,028)	
Interest/Investment Income	6,098	3,177	
Depreciation	1,329,008	1,279,008	
Balance Available for Debt Service per Section 6.12	3,910,314	4,322,072	
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	4,842,448	4,704,155	
Debt Service			
Principal	420,000	409,167	
Interest	1,626,858	1,442,950	
Total	2,046,858	1,852,116	
Debt Service Coverage inclusive of reserves (PUC)	2.37	2.54	
Debt Service Coverage (1.25X)- per Section 6.12 (Indenture)	1.91	2.33	

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings (Unaudited) **SCHEDULE D**
Comparative Budget vs. Actual for the period ending March 31, 2017

	Year to Date			Variance
	Budget March-17	Encumbered March-17	Actual (Unaudited) March-17	Increase / (Decrease)
OPERATING REVENUES				
Water Revenues	34,071,286		31,403,929	(2,667,356)
Wastewater Revenues	19,706,764		18,434,283	(1,272,480)
Legislative Surcharge	1,730,322		1,570,723	(159,599)
Other Revenues	262,500		327,475	64,975
System Development Charge	800,000		255,542	(544,458)
Total Operating Revenues	56,570,871		51,991,952	(4,578,919)
OPERATING AND MAINTENANCE EXPENSES				
Water Purchases	4,058,344		3,507,693	(550,650)
Power Purchases	6,370,824		5,720,598	(650,226)
Total Utility Costs	10,429,168		9,228,291	(1,200,876)
Salaries and Wages	9,518,822		8,403,546	(1,115,276)
Pension and Benefits	3,585,508		1,593,524	(1,991,984)
Total Salaries and Benefits	13,104,329		9,997,069	(3,107,260)
Capitalized Labor	(1,755,326)		(1,200,000)	555,326
Net Salaries and Benefits	11,349,004		8,797,069	(2,551,934)
Administrative and General Expenses				
Sludge removal	1,046,368	-	877,482	(168,886)
Chemicals	1,231,332	-	1,104,217	(127,115)
Materials & Supplies	1,296,424	160,177	942,786	(193,460)
Transportation	428,515	193,808	201,939	(32,769)
Communications	84,911	35,480	42,246	(7,185)
Claims	19,703	-	17,933	(1,770)
Insurance	811,870	-	606,241	(205,629)
Training & Travel	33,419	-	32,110	(1,309)
Advertising	42,267	-	33,683	(8,584)
Miscellaneous	617,780	-	457,657	(160,122)
Total Administrative and General Expense	5,612,588	389,465	4,316,294	(906,829)
Regulatory Expense	130,743	-	119,478	(11,265)
Bad Debts Provision	375,000	-	374,968	(33)
Depreciation Expense	9,177,300	-	7,974,048	(1,203,252)
Contractual Expense				
Audit & Computer Maint.	471,782	-	465,576	(6,206)
Building rental	230,206	-	217,238	(12,968)
Equipment rental	253,619	-	252,307	(1,312)
Legal	2,633	-	2,382	(251)
Laboratory	60,518	16,582	14,533	(29,403)
Other	757,751	-	708,819	(48,931)
Total Contractual Expense	1,776,507	16,582	1,660,855	(99,070)
Retiree Supp. Annuities and health care costs	1,435,870		1,384,141	(51,729)
Contribution to Government of Guam	289,710		297,000	7,290
Total Retiree Benefits	1,725,580	-	1,681,141	(44,439)
Total Operating Expenses	40,575,889	406,047	34,152,144	(6,017,698)
Earnings (Loss) from Operations	15,994,982	(406,047)	17,839,808	1,438,779
Interest Income-2010/13/14/16 Series Bond	6,172		120,600	114,428
Interest Income-Other Funds	3,851		20,772	16,921
Interest Income-SDC	-		13,133	13,133
Interest Expense - 2010/13/14/16 Series Bond	(13,343,901)		(13,343,901)	(0)
Interest Expense- ST BOG	(276,745)		(279,341)	(2,596)
Federal Expenditures	-		(256,661)	(256,661)
Loss on Assets Disposal	-		-	-
AFUDC	3,750,000		3,750,000	-
Amortization of Discount, Premium and Issuance Costs	226,425		371,164	144,739
Loss on Defeasance Bond05 Refunding	(116,898)		(91,310)	25,588
Deferred outflows from pension	(401,569)		(632,884)	(231,315)
Prior Year Adjustment	-		(218,932)	(218,932)
Total non-operating revenues (expenses)	(10,152,664)	-	(10,547,359)	(394,695)
Net Income (Loss) before capital contributions	5,842,318	(406,047)	7,292,449	1,044,084
Capital Contributions				
Grants from US Government	1,500,000		6,038,937	4,538,937
Grants from GovGuam & Others	-		1,886	1,886
Other Contributions	-		-	-
Total Capital Contributions	1,500,000	-	6,040,823	4,540,823
Change in Net Assets	7,342,318	(406,047)	13,333,272	5,584,907
Debt Service Calculation				
Earnings From Operations	15,994,982		17,839,808	
System Development Charge	(800,000)		(255,542)	
Interest/Investment Income	3,851		20,772	
Depreciation	9,177,300		7,974,048	
Balance Available for Debt Service per Section 6.12	24,376,133		25,579,087	
Working Capital Reserve for Debt Service	3,792,500		5,592,805	
Transfer to Working Capital Debt Service Reserve	(1,825,000)		-	
Balance Available for Debt Service inclusive of Reserves	26,343,633		31,171,892	
Debt Service				
Principal	2,520,000		2,520,000	
Interest	9,761,151		9,761,151	
Total	12,281,151		12,281,151	
Debt Service Coverage inclusive of reserves (PUC)	2.15		2.54	
Debt Service Coverage (1.25X)- per Section 6.12 (Indenture)	1.98		2.08	

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings (Unaudited)
Comparative for the period ending March 31, 2017 and 2016

SCHEDULE E

	Year to Date ACTUAL (Unaudited) March-17	ACTUAL (Audited) March-16	Variance Increase / (Decrease)
OPERATING REVENUES			
Water Revenues	31,403,929	32,169,857	(765,928)
Wastewater Revenues	18,434,283	18,614,390	(180,107)
Legislative Surcharge	1,570,723	1,449,162	121,561
Other Revenues	327,475	259,949	67,526
System Development Charge	255,542	714,166	(458,624)
Total Operating Revenues	51,991,952	53,207,525	(1,215,573)
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	3,507,693	3,187,018	320,676
Power Purchases	5,720,598	5,612,942	107,656
Total Utility Costs	9,228,291	8,799,959	428,332
Salaries and Wages	8,403,546	8,003,957	399,589
Pension and Benefits	1,593,524	2,729,425	(1,135,902)
Total Salaries and Benefits	9,997,069	10,733,383	(736,313)
Capitalized Labor and Benefits	(1,200,000)	(1,490,179)	290,179
Net Salaries and Benefits	8,797,069	9,243,204	(446,134)
Administrative and General Expenses			
Sludge removal	877,482	782,540	94,942
Chemicals	1,104,217	1,119,573	(15,357)
Materials & Supplies	942,786	622,268	320,519
Transportation	201,939	287,255	(85,316)
Communications	42,246	61,589	(19,343)
Claims	17,933	63,706	(45,773)
Insurance	606,241	606,663	(423)
Training & Travel	32,110	74,740	(42,631)
Advertising	33,683	95,445	(61,762)
Miscellaneous	457,657	410,576	47,082
Total Administrative and General Expense	4,316,294	4,124,355	191,939
Regulatory Expense	119,478	162,626	(43,148)
Bad Debts Provision	374,968	517,155	(142,188)
Depreciation Expense	7,974,048	7,674,051	299,997
Contractual Expense			
Audit & Computer Maint.	465,576	518,805	(53,229)
Building rental	217,238	199,672	17,566
Equipment rental	252,307	348,971	(96,664)
Legal	2,382	2,174	208
Laboratory	14,533	61,405	(46,872)
Other	708,819	927,535	(218,716)
Total Contractual Expense	1,660,855	2,058,561	(397,706)
Retiree Supp. Annuities and health care costs	1,384,141	1,382,131	2,010
Contribution to Government of Guam	297,000	292,000	5,000
Total Retiree Benefits	1,681,141	1,674,131	7,010
Total Operating Expenses	34,152,144	34,254,042	(101,898)
Earnings (Loss) from Operations	17,839,808	18,953,483	(1,113,675)
Interest Income-2010/13/14/16 Series Bond	120,600	12,495	108,105
Interest Income-Other Funds	20,772	19,062	1,710
Interest Income-SDC	13,133		13,133
Interest Expense - 2010/13/14/16 Series Bond	(13,343,901)	(11,966,250)	(1,377,650)
Interest Expense- ST BOG	(279,341)	(354,573)	75,233
Federal Expenditures	(256,661)	(529,131)	272,470
Loss on Assets Disposal	-	(24,898)	24,898
AFUDC	3,750,000	6,854,221	(3,104,221)
Amortization of Discount, Premium and Issuance Costs	371,164	(964,870)	1,336,034
Loss on Defeasance Bond05 Refunding	(91,310)	(116,898)	25,588
Deferred outflows from pension	(632,884)	(44,710)	(588,174)
Prior Year Adjustment	(218,932)	(308,383)	89,452
Total non-operating revenues (expenses)	(10,547,359)	(7,423,936)	(3,123,423)
Net Income (Loss) before capital contributions	7,292,449	11,529,547	(4,237,098)
Capital Contributions			
Grants from US Government	6,038,937	2,605,522	3,433,415
Grants from GovGuam & Others	1,886	138,909	(137,023)
Other Contributions	-	-	-
Total Capital Contributions	6,040,823	2,744,431	3,296,392
Change in Net Assets	13,333,272	14,273,978	(940,706)
Debt Service Calculation			
Earnings From Operations	17,839,808	18,953,483	
System Development Charge	(255,542)	(714,166)	
Interest/Investment Income	20,772	19,062	
Depreciation	7,974,048	7,674,051	
Balance Available for Debt Service per Section 6.12	25,579,087	25,932,429	
Working Capital Reserve Available for Debt Service	5,592,805	2,292,500	
Transfer to Working Capital Debt Service Reserve	-	-	
Balance Available for Debt Service inclusive of Reserves	31,171,892	28,224,929	
Debt Service			
Principal	2,520,000	2,455,000	
Interest	9,761,151	8,656,810	
Total	12,281,151	11,111,810	
Debt Service Coverage inclusive of reserves (PUC)	2.54	2.54	
Debt Service Coverage (1.25X)- per Section 6.12 (Indenture)	2.08	2.33	

SCHEDULE F

Bond Compliance

		($$$) Per Indenture	As of 03/31/17 ($$$) 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 March 31, 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	5,500,673	5,126,177	374,496
BOG - PRN Payroll	30,039	24,253	5,786
Sub-total Unrestricted	5,537,712	5,157,430	380,282
RESTRICTED			
BOG - Credit Card-Sweep	-	-	0
BOG - On Line Payment	0	-	0
BOG - Sweep Account	(3)	76	(78)
Bank of Hawaii	94,593	121,322	(26,729)
ANZ Bank	673	229	444
First Hawaiian Bank	6,888	47,741	(40,852)
Bank Pacific	13,793	14,194	(401)
Community First FCU	3,639	4,638	(999)
BOG - Customer Refunds	1,856,392	1,431,631	424,761
Bank Pacific - Surcharge	338,360	666,763	(328,403)
Bank Pacific - Escrow Deposit	807,609	845,734	(38,124)
BOG Emergency Reserve Fund	6,118	6,114	4
BOG - Revenue Trust	413,295	3,095,751	(2,682,456)
BOG Revenue Trust Fund	5,049,981	8,182,472	(3,132,491)
BOG Capital Improvement Fund	1,179,740	3,933	1,175,808
BOG-O & M Reserve	13,005,006	4,050,319	8,954,687
BOG-Debt Service Reserve	11,190,598	11,185,610	4,989
BOG-CAPEX Reserve	11,614,706	8,710,383	2,904,323
BOG Sewer Hookup Revolving Fund	62,899	62,132	766
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
	49,587,002	42,371,755	7,215,247
BOG - SDC Deposit	4,082,583	1,064,792	3,017,792
BOG - SDC CDs	5,250,000	8,000,000	(2,750,000)
Total Restricted	58,919,586	51,436,547	7,483,039
Reserve Funds			
BOG Series 05 OMRRRF Fund	17,423,213	17,423,213	0
BOG Series 10 Construction Fund	10,211,898	11,725,749	(1,513,851)
BOG Series 13 Construction Fund	90,807,131	107,622,618	(16,815,486)
BOG Series 13 CAP I Fund	-	-	0
BOG Series 14 Refunding Construction Fund	820,902	820,529	372
BOG Series 16 Construction Fund	137,626,681	138,748,131	(1,121,450)
BOG Series 16 Cap Int Fund	5,357,463	8,937,545	(3,580,081)
BOG Series 16 COI Fund	-	-	0
Total Restricted - Held by Trustee	262,247,288	285,277,784	(23,030,496)
USB Series 2010 Debt Service Fund	2,843,938	2,016,414	827,525
USB Series 2010 Debt Service Reserve Fund	7,566,460	7,566,460	0
USB Series 2013 Debt Service Fund	2,333,111	2,333,083	29
USB Series 2013 Debt Service Reserve Fund	12,031,688	12,031,688	0
USB Series 2014 Refunding Debt Service Fund	3,483,788	1,791,266	1,692,522
USB Series 2014 Refunding Debt Service Reserve Fund	7,707,604	7,707,628	(24)
USB Series 2016 Debt Service Fund	-	-	0
USB Series 2016 Debt Service Reserve Fund	7,582,725	7,582,725	0
Total Investments	43,549,314	41,029,262	2,520,052
Total Restricted and Unrestricted Cash	370,253,900	382,901,023	(12,647,123)

SCHEDULE H

Guam Waterworks Authority
Statement of Cash Flows (Unaudited)
FY 2017

	YTD Mar-17
Increase (decrease) in cash	
Cash flows from operating activities:	
Cash received from trade and others	51,520,598
Cash payments to suppliers/contractors for goods and services	(15,476,187)
Cash payments to employees for services	(10,522,305)
Net cash provided by operating activities	25,522,107
Cash flows from capital and related financing activities:	
Contributed capital received (grants)	6,564,090
Acquisition of utility plant	(29,024,236)
Repayment of Long Term Debt	(688,390)
Interest expense	(15,217,325)
Net cash provided by (used in) capital and related financing activities	(38,365,861)
Cash flows from investing activities:	
Transfers from (to) restricted fund	13,069,531
Interest income received	154,505
Net cash provided by investing activities	13,224,036
Net increase (decrease) in cash	380,282
Unrestricted cash at beginning of the period	5,157,430
Unrestricted cash at end of period	5,537,712
Reconciliation of operating loss to net cash provided by operating activities:	
Operating Income (loss)	17,681,130
Adjustments to reconcile to net cash provided by operating activities:	
Depreciation expense	7,974,048
Other Expense/income	
(Increase) decrease in assets:	
Accounts receivable	(69,599)
Materials and supplies inventory	570,365
Other Assets	(164,225)
Increase (decrease) in liabilities:	
Accounts payable, Contractors, Retention & Escrow Deposit	(398,729)
Accrued payroll	(44,094)
Customer deposits	(26,788)
Net cash provided by operating activities	25,522,107

Guam Waterworks Authority
Accounts Receivable - Government
As of March 31, 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	23	118,475	117,147	113,675	85,554	8,429	443,280
GUAM INT'L AIRPORT AUTHORITY	10	25,892	29,832	27,506	24,907	147,972	256,110
PORT AUTHORITY OF GUAM	1	35,189	36,527	-	-	-	71,717
GUAM HOUSING & URBAN RENEWAL AUTHORITY	10	7,219	1,881	-	-	92	9,192
UNIVERSITY OF GUAM	1	4,441	-	-	-	-	4,441
GUAM MEMORIAL HOSPITAL AUTHORITY	1	3,998	-	-	-	-	3,998
GUAM HOUSING CORPORATION	1	28	-	-	-	-	28
AUTONOMOUS AGENCIES	**47**	**195,243**	**185,387**	**141,181**	**110,461**	**156,493**	**788,766**
DEPT OF EDUCATION	50	379,212	246,416	16,729	26,175	218,280	886,812
DEPT OF PARKS & RECREATION	16	30,870	13,951	5,503	11,689	85,685	147,698
DEPT OF PUBLIC HEALTH & SOCIAL SERVICES	6	2,720	1,689	526	568	103,535	109,039
DEPT OF CORRECTIONS	2	4,394	3,633	4,606	6,299	13,477	32,409
DEPT OF CHAMORRO AFFAIRS	2	4,522	16,340	-	-	-	20,862
DEPT OF PUBLIC WORKS	10	4,476	2,282	667	551	3,435	11,412
MAYORS' COUNCIL OF GUAM	35	6,729	1,803	1,153	105	1,158	10,948
GUAM FIRE DEPARTMENT	8	6,131	2,264	193	-	-	8,587
OFFICE OF THE GOVERNOR	2	3,517	-	-	-	-	3,517
DIVISION OF SENIOR CITIZENS, DPH&SS	2	2,852	178	172	-	-	3,203
DEPT OF AGRICULTURE	2	2,644	-	-	-	-	2,644
DEPT OF YOUTH AFFAIRS	3	2,612	-	-	-	-	2,612
GUAM POLICE DEPARTMENT	1	932	-	-	-	-	932
GUAM VETERANS AFFAIRS OFFICE	2	322	-	-	-	-	322
MERIZO MAYOR	1	31	262	-	-	-	293
DEPT OF ADMINISTRATION	1	265	-	-	-	-	265
GHURA-AGAFU GUMAS PARK	1	26	25	31	26	152	258
DEPT OF MENTAL HEALTH	1	249	-	-	-	-	249
GUAM PUBLIC LIBRARY	2	120	-	-	-	-	120
GUAM LEGISLATURE	3	99	-	-	-	-	99
GUAM SOLID WASTE AUTHORITY	2	75	-	-	-	-	75
SUPERIOR COURT OF GUAM	1	4,899					4,899
LINE AGENCIES	**153**	**457,696**	**288,844**	**29,579**	**45,413**	**425,723**	**1,247,254**
Total March 31, 2017	**200**	**652,940**	**474,230**	**170,760**	**155,874**	**582,216**	**2,036,021**
TOTAL September 30, 2016	**243**	**1,516,081**	**325,256**	**94,308**	**95,259**	**717,692**	**2,748,597**
% INCREASE/ (DECREASE)	**-18%**	**-57%**	**46%**	**81%**	**64%**	**-19%**	**-26%**

GUAM WATERWORKS AUTHORITY
2010 Series Bond Project Status
As of Mar. 31, 2017

SCHEDULE J

PROJECT NAME	ORIGINAL APPROVED PROJECT COST	Adjusted Project Cost	EXPENDITURES AS OF 03/31/17	OUTSTANDING ENCUMBRANCES	TOTAL EXPENDITURES AND ENCUMBRANCES	UNOBLIGATED PROJECT COST	Construction fund balance AS OF 03/31/17
Ground Water Disinfection	$ -	$ 500,000	$ 438,141	$ 61,859	$ 500,000	$ 0	$ 61,859
"A" Series Well Transmission Line	$ 600,000	$ 600,000	$ 474,434	$ 1,274	$ 475,709	$ 124,291	$ 125,566
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	$ 1,773,000	$ 485,743	$ -	$ 485,743	$ 1,287,257	$ 1,287,257
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	$ 3,200,000	$ 3,174,748	$ -	$ 3,174,748	$ 25,252	$ 25,252
Pressure Zone Realignment /	$ 3,550,000	$ -	$ -		$ -	$ -	$ -
Northern System Water Distribution	$ 2,725,000	$ -	$ -	$ -	$ -	$ -	$ -
Central Water Distribution System 2005	$ 1,200,000	$ 900,000	$ 578,961	$ 45,192	$ 624,152	$ 275,848	$ 321,039
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	$ 500,000	$ 451,462	$ 22,698	$ 474,160	$ 25,840	$ 48,538
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		$ 2,400,000	$ 1,738,843	$ 109,171	$ 1,848,013	$ 551,987	$ 661,157
Tank Major Repair Yigo#1 Mangilao#2 Agat#2		$ -			$ -	$ -	$ -
Assessment of maloiloi Elevetad & Yigo Elevated		$ 200,000	$ 180,098	$ 19,902	$ 200,000	$ -	$ 19,902
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		$ 1,150,000	$ 718,036	$ 283,287	$ 1,001,323	$ 148,677	$ 431,964
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	$ 900,000	$ 881,749	$ 17,881	$ 899,630	$ 370	$ 18,251
Priority 1 Sewer Upgrades – Baza Gardens WWTP	$ 650,000	$ -	$ -		$ -	$ -	$ -
Baza Gardens STP Replacement	$ 3,567,000	$ 317,000	$ 150,663	$ 166,337	$ 317,000	$ -	$ 166,337
Facilities Plan/Design for Umatac Merizo WWTP		$ 900,000	$ 387,992	$ 282,799	$ 670,791	$ 229,209	$ 512,008
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
Well Electrical Protection	$ 26,000	$ -	$ -		$ -	$ -	$ -
SCADA Pilot Project	$ 300,000	$ 70,000	$ 19,812	$ 42,138	$ 61,950	$ 8,050	$ 50,188
Electrical Upgrade - Water Wells	$ 3,000,000	$ 450,000	$ 335,378	$ 18,849	$ 354,227	$ 95,773	$ 114,622
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	$ 1,100,000	$ 1,027,424	$ 29,562	$ 1,056,986	$ 43,014	$ 72,576
SCADA Improvements – Phase 3	$ 2,500,000	$ 50,000	$ 24,956	$ -	$ 24,956	$ 25,044	$ 25,044
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							$ 34,949
Total Construction Fund (2010 Series Revenue Bond)	**$ 87,402,000**	**$ 87,402,000**	**$ 77,225,051**	**$ 4,139,823**	**$ 81,364,874**	**$ 6,037,126**	**$ 10,211,898**

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
3) PUC's Dockect Reallocation dated February 2013

GUAM WATERWORKS AUTHORITY
2013 Series Bond Project Status
As of Mar. 31, 2017

SCHEDULE K

PROJECT NAME	ORIGINAL APPROVED PROJECT COST	Adjusted Project Cost	EXPENDITURES AS OF 03/31/17	OUTSTANDING ENCUMBRANCES	TOTAL EXPENDITURES AND ENCUMBRANCES	UNOBLIGATED PROJECT COST	Construction fund balance AS OF 03/31/17
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	1,601,879	28,086	$ 1,629,964	$ 231,036	$ 259,121
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	$ 550,000	189,780	10,220	$ 200,000	$ 350,000	$ 360,220
New Deep Wells at Down Hard	$ 2,000,000	$ 810,000			$ -	$ 810,000	$ 810,000
Master Meters	$ 4,000,000	$ 884,000	531,188	180,872	$ 712,060	$ 171,940	$ 352,812
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	$ 12,451,000	3,479,827	5,325,533	$ 8,805,360	$ 3,645,640	$ 8,971,173
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	5,220,294	2,486,474	$ 7,706,768	$ 6,171,233	$ 8,657,706
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	279,334	1,282,370	$ 1,561,703	$ 10,043,297	$ 11,325,667
Tank Major Repair Yigo#1 Mangilao#2 Agat#2	$ 8,000,000	$ -			$ -	$ -	$ -
Assessment of maloilol Elevetad & Yigo Elevated	$ 500,000	$ 500,000	390,927	94,190	$ 485,117	$ 14,883	$ 109,073
Fire Hydrant Replacement Program	$ -	$ -			$ -	$ -	$ -
		$ -					
Wastewater System Planning	$ 800,000	$ 651,000	483,752	167,248	$ 651,000	$ (0)	$ 167,248
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	$ 880,000	297,149	144,598	$ 441,748	$ 438,253	$ 582,851
Baza Gardens STP Replacement		$ 1,000,000	888,197	111,803	$ 1,000,000	$ -	$ 111,803
Facilities Plan/Design for Umatac-Merizo WWTP		$ 473,000	322,782	48,917	$ 371,699	$ 101,301	$ 150,218
Agat/Santa Rita STP Replacement	$ 19,000,000	$ 67,200,000	19,213,852	47,676,750	$ 66,890,601	$ 309,399	$ 47,986,148
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	$ 350,000	977	-	$ 977	$ 349,023	$ 349,023
Electrical Upgrade - Other Water	$ 250,000	$ 250,000	60,700	-	$ 60,700	$ 189,300	$ 189,300
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	937,986	233,479	$ 1,171,465	$ 1,535	$ 235,014
Land Survey	$ 2,000,000	$ 2,000		2,000	$ 2,000	$ (0)	$ 2,000
General Plant Improvements / Water	$ 2,000,000	$ 2,600,000	1,214,382	1,227,355	$ 2,441,737	$ 158,263	$ 1,385,618
Allowance for COI							$ 275,005
Interest Earned							$ 78,906
Total Construction Fund (2013 Series Revenue Bond)	**$ 139,325,000**	**$ 139,325,000**	**$ 48,871,779**	**$ 60,878,617**	**$ 109,750,396**	**$ 29,574,604**	**$ 90,807,131**

PUC's Docket 14-04 dated February 25, 2014

GUAM WATERWORKS AUTHORITY
2014 Series Refunded Bond Project Status
As of Mar. 31, 2017

SCHEDULE L

PROJECT NAME	ORIGINAL APPROVED PROJECT	ADJUSTED PROJECT COST	EXPENDITURES AS OF 03/31/17	OUTSTANDING ENCUMBRANCES	TOTAL EXPENDITURES AND ENCUMBRANCES	UNOBLIGATED PROJECT COST	20% PUC AS OF 03/31/17	Construction fund balance AS OF 03/31/17
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)		$ 566
Total Project Cost Funding	**$ 89,711,698**	**$ 89,711,698**	**88,891,990**	**$ 758,873.38**	**$ 89,711,543**	**$ 1**	**$ 13,990,813**	**$ 820,902**

GUAM WATERWORKS AUTHORITY
2016 Series Bond Project Status
As of Mar. 31, 2017

SCHEDULE M

PROJECT NAME	ORIGINAL APPROVED PROJECT COST	EXPENDITURES AS OF 03/31/17	OUTSTANDING ENCUMBRANCES	TOTAL EXPENDITURES AND ENCUMBRANCES	UNOBLIGATED PROJECT COST	Construction fund balance AS OF 03/31/17
Water Booster Pump Station	$ 4,139,000			$ -	$ 4,139,000	$ 4,139,000
Meter Replacement Program	$ 4,501,000			$ -	$ 4,501,000	$ 4,501,000
Barrigada Tank Repair/Replacement	$ 1,013,000			$ -	$ 1,013,000	$ 1,013,000
Leak Detection	$ 1,180,000			$ -	$ 1,180,000	$ 1,180,000
Potable Water System Planning	$ 2,276,000		476,294	$ 476,294	$ 1,799,706	$ 2,276,000
Deep Well Rehabilitation	$ 250,000			$ -	$ 250,000	$ 250,000
New Deep Wells at Down Hard	$ 1,190,000			$ -	$ 1,190,000	$ 1,190,000
Master Meters	$ 3,616,000			$ -	$ 3,616,000	$ 3,616,000
Ugum Water Treatment Plant Intake	$ 18,000			$ -	$ 18,000	$ 18,000
Water Wells	$ 2,500,000			$ -	$ 2,500,000	$ 2,500,000
Water Distribution System	$ 2,049,000			$ -	$ 2,049,000	$ 2,049,000
Pressure Zone Realignment /	$ 1,141,000			$ -	$ 1,141,000	$ 1,141,000
Mechanical/Electrical Equipment	$ 100,000			$ -	$ 100,000	$ 100,000
Water Reservoir Internal/External	$ 800,000			$ -	$ 800,000	$ 800,000
Water System Reservoirs 2005 Improvements	$ 42,350,000		1,893,328	$ 1,893,328	$ 40,456,672	$ 42,350,000
Ugum Water Treatment Plant Reservoir	$ 6,410,000			$ -	$ 6,410,000	$ 6,410,000
Water Audit Program & Water Loss Control Plan	$ 1,000,000				$ 1,000,000	$ 1,000,000
Agana Heights & Chaot Tanks	$ 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
Tank Major Repair Yigo#1 Mangilao#2 Agat#2	$ 10,500,000		1,822,133	$ 1,822,133	$ 8,677,867	$ 10,500,000
Fire Hydrant Replacement Program	$ 2,000,000			$ -	$ 2,000,000	$ 2,000,000
Wastewater System Planning	$ 349,000		312,983	$ 312,983	$ 36,017	$ 349,000
Lift Station Upgrades	$ 2,404,000			$ -	$ 2,404,000	$ 2,404,000
Wastewater Collection System Repl/Rehab	$ 2,920,000			$ -	$ 2,920,000	$ 2,920,000
Baza Gardens STP Replacement	$ 16,700,000	2,074,952	14,553,368	$ 16,628,320	$ 71,680	$ 14,625,048
Facilities Plan/Design for Umatac-Merizo WWTP	$ 527,000	1,038	15	$ 1,053	$ 525,948	$ 525,963
Agat/Santa Rita STP Replacement	$ 3,000,000		447,250	$ 447,250	$ 2,552,750	$ 3,000,000
Agana WWTP Interim Measures	$ 827,000			$ -	$ 827,000	$ 827,000
Umatac Merizo Replacement	$ 8,000,000		722,977	$ 722,977	$ 7,277,023	$ 8,000,000
Wastewater Pump Station Electrical Upgrade	$ 100,000			$ -	$ 100,000	$ 100,000
Electrical Upgrade - Water Wells	$ 650,000			$ -	$ 650,000	$ 650,000
Electrical Upgrade - Water Booster	$ 323,000			$ -	$ 323,000	$ 323,000
SCADA Improvements – Phase 3	$ 1,177,000		432,705	$ 432,705	$ 744,295	$ 1,177,000
SCADA Improvements – Phase 4	$ 6,500,000			$ -	$ 6,500,000	$ 6,500,000
Laboratory Modernization	$ 1,127,000	382,751	744,249	$ 1,127,000	$ -	$ 744,249
Land Survey	$ 1,998,000		107,000	$ 107,000	$ 1,891,000	$ 1,998,000
General Plant Improvements / Water	$ 2,769,463		818,303	$ 818,303	$ 1,951,160	$ 2,769,463
Information Technology Integration Improvements	$ 500,000				$ 500,000	$ 500,000
Interest Earned						$ 65,959
Total Construction Fund (2016 Series Revenue Bond)	**$ 140,019,463**	**$ 2,458,741**	**$ 22,330,605**	**$ 24,789,345**	**$ 115,230,118**	**$ 137,626,681**

GUAM WATERWORKS AUTHORITY
Schedule of Series 2010, 2013, 2014 Refunding and 2016 Bond Bank Accounts
As of March 31, 2017

SCHEDULE N

	3/31/2017
BANK OF GUAM	
BOG - Revenue Account - Acct. no. 71-00-4000-3-02	5,049,981
BOG - Operations and Maintenance Reserve - Acct. no. 71-01-4000-3-02	3,083,482
BOG - Operations, Maintenance, Renewal and Replacement Reserve Fund - Acct. no. 71-03-4000-3-02	17,423,213
BOG - Capital Improvement Fund - Acct. no. 71-05-4000-3-02	1,179,740
BOG - O & M Reserve - Acct. no. 71-05-4001-3-02	13,005,006
BOG - Debt Service Reserve - Acct. no. 71-05-4002-3-02	11,190,598
BOG - CAPEX Reserve - Acct. no. 71-05-4003-3-02	11,614,706
Total BOG Bank Account Balance	**62,546,726**
Series 2010 Bond:	
BOG - Construction Account - Acct. no. 71-09-4000-3-02	10,211,898
USB - Debt Service Fund - Acct. no. 144541000	2,843,938
USB - Debt Service Reserve Fund - Acct. no. 210860001	7,566,460
Total Series 2010 Bond Bank Balance	**20,622,297**
Series 2013 Bond:	
BOG - Construction Fund - Acct. no. 71-13-4000-3-02	90,807,131
BOG - Capitalized Interest Fund - Acct. no. 71-12-4000-3-02	-
USB - Debt Service Fund - Acct no. 207339000	2,333,111
USB - Debt Service Reserve Fund - Acct no. 210860001	12,031,688
Total Series 2013 Bond Bank Balance	**105,171,930**
Series 2014 Refunding Bond:	
BOG - Construction Fund - Acct. no. 71-08-4000-3-02	820,902
USB - Debt Service Fund - Acct. no. 210860000	3,483,788
USB - Debt Service Reserve Fund - Acct. no. 210860001	7,707,604
Total Series 2014 Refunding Bond Bank Balance	**12,012,293**
Series 2016 Bond:	
BOG - Construction Account - Acct. no. 71-15-4000-3-02	137,626,681
BOG - Capitalized Interest Fund - Acct. no. 71-15-4001-3-02	5,357,463
BOG - Cost of Issuance Fund - Acct. no. 71-15-4002-3-02	-
USB - Debt Service Fund - Acct. no. 264990000	-
USB - Debt Service Reserve Fund - Acct. no. 264990001	7,582,725
Total Series 2016 Bond Bank Balance	**150,566,870**

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. 26-FY2017
Relative to Approving Renewal of the Existing Collective Bargaining Agreement Between the Guam Federation of Teachers and the Guam Waterworks Authority

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

How much will it cost?
N/A.

When will it be completed?
Upon obtaining all signatures from all parties involved, the GFT, the GWA and the CCU.

What is the funding source?
N/A.

GUAM CONSOLIDATED COMMISSION ON UTILITIES
RESOLUTION NO. 26-FY2017

RELATIVE TO APPROVING RENEWAL OF THE EXISTING COLLECTIVE BARGAINING AGREEMENT BETWEEN THE GUAM FEDERATION OF TEACHERS AND THE GUAM WATERWORKS AUTHORITY

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, under the Public Employee-Management Relations Act as set forth in 4 G.C.A. Chapter 10, the Guam Federation of Teachers ("GFT") has been formally recognized as the exclusive representative that has the authority to negotiate a Collective Bargaining Agreement ("CBA") on behalf of GWA employees with the management of GWA; and

WHEREAS, in March of 2016, the CCU approved the Collective Bargaining Agreement between GWA and the GFT which was originally signed by the previous General Manager Mark Miller on April 23, 2015 (Exhibit A); and

WHEREAS, on March 22, 2016, GFT and GWA entered into a related Memorandum of Understanding which sets forth, in part, negotiating terms for the adoption of new personnel rules and regulations at the appropriate time; and

WHEREAS, on March 7, 2017, GWA received a Renewal Agreement from the GFT that makes no changes in the existing CBA currently in effect (Exhibit B);

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WHEREAS, on March 16, 2017, GWA received a declaration from the GFT which certifies under penalty of perjury that the then voting members unanimously ratified the CBA and the related MOU (Exhibit C); and

WHEREAS, the CBA has been deemed to be reasonable by the GWA General Manager and GFT President and Board; and all that remains is for the CCU to approve the CBA or reject it; and

WHEREAS, the CCU hereby finds the terms of the CBA to be reasonable and approve the CBA which shall be in effect for a maximum period of one year from the date of signature.

NOW BE IT THEREFORE RESOLVED, the Consolidated Commission on Utilities does hereby approve and authorize the following:

Section 1. The foregoing recitals hereto are hereby ratified, confirmed, and incorporated herein by reference.

Section 2. The Consolidated Commission on Utilities approves the Collective Bargaining Agreement Renewal between GWA and GFT for one year along with the related MOU as set forth in Exhibit B hereto.

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

DULY AND REGULARLY ADOPTED, this 18th day of April, 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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EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN the

CONSOLIDATED COMMISSION ON UTILITIES
Managing Utilities in the Interest of the Consumers

For

GUAM WATERWORKS AUTHORITY

AND

GUAM FEDERATION OF TEACHERS UNION

AFT LOCAL 1581 AFL-CIO
"A Union of Professionals"

gft
local 1581

EFFECTIVE DATE 22nd day of March, 2016.

ORIGINAL

Exhibit "A"

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE GUAM WATERWORKS AUTHORITY
AND
THE GUAM FEDERATION OF TEACHERS UNION
AFT LOCAL 1581 AFL-CIO

ARTICLE I

1.A. PREAMBLE

This Agreement is entered into by and between the Guam Waterworks Authority ("GWA"), whose address is Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam 96913 5 and the Guam Federation of Teachers' Union ("GFT") whose address is P.O. Box 2301, Hagatna, Guam 96932, and collectively referred to as the "Parties."

1.B. RECITALS

WHEREAS, pursuant to 4 G.C.A. §10105 and 12 G.C.A §14109.5, GWA's employees have the right to form, join, assist, and participate in the management of employee organizations of their own choice; and

WHEREAS, in compliance with the requirements set forth in 4 G.C.A §10109, GWA's Management hereby recognizes GFT as the exclusive representative of GWA's employees because at least ten percent (10%) of GWA's employees are members of the GFT and because a majority of GWA's employees have designated GFT as their exclusive representative; and

WHEREAS, pursuant to4 G.C.A §10113(b), GFT has the right, as the exclusive representative of GWA's employees, to negotiate written agreements with GWA's management reflecting bilateral determination of specific terms and conditions of employment, subject to paramount law and regulations.

NOW THEREFORE, in compliance with the above premises and mutual promises set forth herein and terms and conditions hereinafter set forth, GWA and GFT hereby covenant and agree as follows:

1.C. RECOGNITION AND BARGAINING UNIT

1.C.1. The Guam Waterworks Authority recognizes GFT as the sole and exclusive bargaining agent with respect to the terms and conditions of employment for the employees within the collective bargaining unit as defined in Section 2 of this Article.

1.C.2. The recognized unit includes all non-management employees within the Guam Waterworks Authority.

1.D. CONTRACT TERM

This contract shall be effective on the date the last signature is affixed hereto. The contract shall be for a period of one year term subject to annual renewal upon the mutual written consent of the parties.

ARTICLE II

2.A. GENERAL PROVISIONS

2.A.1. It is the policy and purpose of this Agreement and the parties hereto, that it is in the public interest, to promote orderly and constructive relationships between management and its public employees by providing an opportunity for effective participation by employees in the formulation and implementation of policies and procedures affecting conditions of their employment. The Union shall have the right to provide meaningful representation for public employees in grievances, disciplinary matters and negotiate with government management officials for establishing rules and procedures affecting terms and conditions of employment, subject to applicable laws and regulations.

2.A.2. Neither the Union nor the Management shall discriminate against any employee covered by this Agreement on the basis of race, color, religion, sex, age, handicap, or national origin. Covered employees shall have the right to form, join, assist, and participate in the Union and to act as organization representative or to refrain from any such activity, without interference, restraint, coercion, or discrimination and without fear of penalty or reprisal.

2.B. PAYROLL DEDUCTION OF UNION DUES

2.B.1. Management agrees to deduct from covered employee's paycheck each month, union dues, lawful fees and assessments as certified by the Union and agreed to by the employee and remit the same to the Union. The Union agrees that in the event of any change in the Union's dues structure, it will notify the Employer within twenty (20) work days prior to implementing the change. The Employer agrees to furnish the Union with the names and addresses of all newly hired and separated employees.

2.B.2. GWA agrees that it will deduct bi-weekly from covered employees' wages that amount voluntarily allotted for Union dues and forward that amount deducted to the Union within seven (7) working days from the pay-period ending date where such deductions were made. The Employer shall submit a list of the names and social security numbers of employees on whose behalf dues have been deducted. All covered Employees agree to disclosure of their Social Security numbers for the purposes stated herein.

2.C. DEFINITIONS

2.C.1. Administrative leave: Leave with pay without charge to the employee's accumulated leave, granted at the discretion of the Appointing Authority.

2.C.2. Appointing Authority: The General Manager of the Guam Waterworks Authority or his/her designee.

2.C.3. Classified Service: Government service of which employees have attained permanent status and cannot be removed from employment without cause.

2.C.4. Compensatory Time Off: Time off in lieu of overtime pay and managed in accordance with the FLSA and this Agreement. The amount of time off shall be granted at time and one-half.

2.C.5. Continuation of Pay (COP): Means employees are entitled up to 45 calendar days of COP because of temporary total disability or temporary partial disability due to a job related injury that is substantiated by medical report(s). A maximum of 45 calendar days per injury is allowed. The 45 calendar days begin the day following the injury.

2.C.6. Day: Shall mean calendar day unless otherwise specified.

2.C.7. Demotion: The involuntary change of an employee's position to a position with a lower maximum salary rate for just cause. Employee shall be slotted into the step of the respective pay grade closest to, but not more than the salary received in the pay grade he held prior to the demotion for cause.

2.C.8. Demotion (Voluntary): The voluntary movement of an employee from a higher to a lower position with the same or lower salary in the same department/agency.

2.C.9. Detail: The temporary assignment of an employee by the General Manager to perform a particular function.

2.C.10. Disability: The inability to perform the job to which they are assigned due to medical reasons. The disability can be temporary or permanent and partial or complete.

2.C.11. Dismissal: Separation, discharge, or removal for cause of an employee from his/her position.

2.C.12. Duty: A task assigned to an employee by a responsible management authority.

2.C.13. Emergency: Situations which may jeopardize human life and property or agency operations as declared in a manner provided by law.

2.C.14. Employer: Guam Waterworks Authority

2.C.15. Employee: Any non-management person employed by the Guam Waterworks Authority covered under this agreement.

2.C.16. Grievance: Complaints which relate to the working condition and relationship to policies, rules and regulations, and this agreement.

2.C.17. Immediate Family: With respect to leave, immediate family is defined as the employee's spouse, common-law, mother, father, grandparents, guardian, children, grandchildren, in-loco parentis, sister, brother, mother-in-law and father-in-law. Step, adoptive, and spouse of adoptive parents/children/grandchildren would also be considered "immediate family."

2.C.18. Injury: This term means accidental injury, illness, or death arising out of and from the course of employment.

2.C.19. Layoff: The involuntary termination of an employee for reasons other than disciplinary actions and which does not negatively reflect on the Employee's service to GWA and includes reductions-in-force as a result of reorganization or lack of funds.

2.C.20. Management: The line of authority from the General Manager down to the first level supervisors.

2.C.21. Performance Rating: The appraisal or evaluation of the work performance of an employee.

2.C.22. Position: The work consisting of the duties, functions, and responsibilities assignable to an employee.

2.C.23. Probationary Period: It is that period in which a covered employee initially serves to attain permanent status as a GWA employee. This also applies to former employees who have not been employed in the Government of Guam service after four years of separation in good standing. Probationary periods shall not be less than 3 months nor more than 12 months.

2.C.24. Overtime: Actual hours worked in excess of 40 hours in a workweek.

2.C.25. Permanent Status: Permanent status is attained once an employee completes a satisfactory probationary period.

2.C.26. Position Description: A statement of the duties and responsibilities comprising the work assigned to an employee/position.

2.C.27. Promotion: The movement of a permanent employee to a position with a higher maximum salary rate.

2.C.28. Resignation: The voluntary termination of employment by an employee submitted in writing to the GWA General Manager. The effective date of the resignation shall be the date stated in the letter, or if no date is stated, it shall be deemed to be effective the next business day.

2.C.29. Supervisor: A person having supervisory authority over any other employee.

2.C.30. Suspension: The temporary removal of an employee from his/her position with loss of pay for cause.

2.C.31. Termination: The removal of an employee from employment for cause.

2.C.32. Union: The recognized collective bargaining Authority.

2.C. 33. Work Day: The time an Employee is scheduled to work excluding the period of time the employee is scheduled for lunch.

2.C.34. Work Week: A regularly recurring period of seven consecutive 24 hour intervals. A workweek need not coincide with a calendar week. It may begin any day of the week at any hour of the day. A workweek shall remain the same unless any change is intended to be permanent.

2.D. UNION RIGHTS

2.D.1. CONFERENCES

The General Manager or authorized designee and the GFT President or authorized designee shall meet upon request of either party within five working days of a request.

2.D.2. WORK SITE VISITS

The President of the Union or designated representative, or full-time Union employees may visit worksites for matters pertaining to this Agreement and other policies after providing 48 hours advance notice to the GWA General Manager of the facilities the union wishes to visit. If conferences with covered employees are necessary, they shall be scheduled before or after the duty day or during lunch period.

2.D.3. PRESIDENT'S RELEASE TIME

In the event that a covered employee is elected President of the Union the following shall apply:

2.D.3.a. Upon written request from the Union, GWA shall grant the president of the Union leave of absence, without pay, during the president's term of office to conduct Union business. GWA may temporarily fill the position in the President's absence.

2.D.3.b. The president's leave of absence shall commence within thirty days of such request. The Union agrees to reimburse GWA, on a current basis, for the Government of Guam retirement contribution that it makes on behalf of the president.

2.D.3.c. The president shall suffer no loss of benefits or rights, as defined by law or this Agreement, as a result of this leave. The president's seniority shall be treated the same as any other member of the bargaining unit who is on leave from their worksite.

2.E. BULLETIN BOARDS

The Union has the right to the use of a bulletin board paid for by the Union and consisting of a maximum of 16 square feet. The location of the board is subject to GWA approval. The board shall be placed in an employee high traffic area. Management may remove inappropriate postings with immediate notification to the Union.

2.F. UNION STEWARDS

2.F.1. The number and need of stewards shall be determined by the Union and appointments thereof will be made by the President. The Union agrees to limit the number of stewards to a maximum of one (1) per shift per GWA organizational division.

2.F.2. The Union shall supply Management a current and complete list of all authorized stewards.

2.F.3. Management agrees to recognize the Stewards officers and duly designated representatives of the Union and shall be kept advised, in writing, by the Union of the names of its officers and representatives.

2.F.4. Management agrees that in the event it plans to transfer a Steward from one GWA organizational division to work another, GWA shall inform the Union five (5) days prior to taking such action, except for transfers of Stewards for disciplinary, safety, sexual harassment actions, or for homeland security or regulatory compliance.

ARTICLE III

3. GRIEVANCE PROCEDURES

3.A. STATEMENT OF POLICY

It shall be the policy of the Guam Waterworks Authority to promote favorable relations between management and its employees by resolving complaints expeditiously; preventing similar complaints; assuring fair and equitable treatment of all employees; and promoting harmonious working relationships among all levels of employees.

These procedures outline the responsibilities and procedures to be followed by employees in the presentation of an informal or formal grievance. All levels of management shall carefully and promptly respond to an employee's grievance and shall be guided by these procedures.

3.B. APPLICABILITY

The regulations in this Chapter shall apply to all covered employees in the classified service.

3.C. DEFINITION

A **grievance** is any question or complaint filed by a covered employee alleging that there has been a misinterpretation, misapplication, or violation of this agreement, a personnel statute, rule, regulation, or written policy which directly affects the employee in the performance of his official duties; performance evaluation matters, or has received prejudicial, unfair, arbitrary, capricious treatment in his working conditions, or work relationships. The time frames provided in this chapter may be extended or shortened based on the mutual agreement of the parties involved.

3.D. COVERAGE

Grievances may include, but are not limited to, such matters as employee supervisor relationships, duty assignments not related to job classification, shift and job locations, assignments, hours worked, working facilities and conditions, policies for granting leave, promotional matter, and other related matters.

3.E. EXCLUSIONS

3.E.1. GENERAL EXCLUSIONS: The following actions are not covered by these grievance procedures:

a. Disqualifications of an applicant
b. Disqualification of an eligible
c. Examination of ratings
d. Removal during original probationary period
e. Appeals from classification determinations
f. Appeals from adverse personnel actions
g. Allegations or complaints of discrimination
h. Position description and job qualification minimum

3.E.2. EQUAL EMPLOYMENT OPPORTUNITY DISCRIMINATION COMPLAINT: When an aggrieved employee submits a written allegation of discrimination on the grounds of race, color, religion, sex, national origin, marital status, age, disability, or political affiliation in connection with a matter which is subject to the government's grievance procedures, as well as the EEO discrimination complaint procedures, that allegation shall be processed under the EEO discrimination complaint procedures.

3.F. GENERAL GRIEVANCE PROCEDURES

3.F.1. FREEDOM FROM REPRISAL OR INTERFERENCE

An employee and his representative shall be free to use the grievance system without restraint, interference, coercion, discrimination, or reprisal.

3.F.2. An employee, whether acting in an official capacity or on any other basis, must not interfere with, or attempt to interfere with, another employee's exercise of his rights under this grievance system. To be fully effective, the spirit as well as the letter of this non-interference requirement must be enforced. It is not enough for an official to abstain from overt threats or interference. He should refrain from making any statement or taking any action which has the appearance of a threat, interference or intimidation.

3.F.3. EMPLOYEE'S STATUS DURING GRIEVANCE PROCEDURES

An employee's status during each procedural level shall be status quo.

3.F.4. RIGHT TO SEEK ADVICE: Employees may communicate with and seek advice from the following, however, not for the purpose of circumventing these grievance procedures:

a. The GWA Personnel Office;
b. An Equal Employment Opportunity Officer;

c. GWA legal counsel;
d. The supervisor or management official of higher rank than the employee's immediate supervisor; or
e. The Union.

3.F.5. REPRESENTATION

a. An employee has the right to present a grievance without representation.
b. An employee has the right to present a grievance with representation.
   i. An employee has the right to be accompanied, represented, and advised by a representative of his choice at any stage of the grievance proceedings.
   ii. An employee may change his representative, but to do so, he must notify the General Manager within two (2) working days of the change in writing.
   iii. A person chosen by the employee must be willing to represent him.

3.F.6. OFFICIAL TIME FOR PRESENTATION OF THE GRIEVANCE

a. An employee must be given a reasonable amount of official time to present his grievance.
b. An employee's representative, if he is an employee of the GWA must be given a reasonable amount of official time to present the grievance.
c. Official time for the presentation does not include time relating to the investigation or preparation of a grievance , nor does it include travel time in excess of 45 minutes, travel expenses, per diem travel allowances or consultation with private attorney.

3.F.7. TERMINATION OF A GRIEVANCE

a. An employee who has filed a grievance may terminate the grievance at any time by notifying the General Manager at any time in writing.
b. Failure on the part of the employee to proceed to a higher step of the grievance procedure within the time period specified will automatically terminate the grievance.

3.F.8. MANAGEMENT'S RESPONSIBILITY FOR TIMELY ACTION AND SETTLEMENTAT THE LOWEST POSSIBLE LEVEL

a. It shall be the responsibility of management to settle grievances fairly and promptly at the organizational level where the grievance was brought to their attention by the employee.
b. Failure by management to render a decision to the employee within the allotted time automatically allows the employee to proceed to the next step of the grievance procedures.

3.G. STEP 1 - INFORMAL GRIEVANCE PROCEDURES

3.G.1. MANAGEMENT RESPONSIBILITY

An employee's grievance may, or may not be objectively justified. What is important is that the grievance is real to the employee. When the grievance is well-founded, management has both a duty and a need to eliminate the cause. When the grievance is not well-founded, it is equally important to reach an understanding based on the full facts. Therefore, the informal procedure should assure consideration of every employee's grievance with a degree of promptness, understanding, fairness, and competence, which convinces the employee that he has been treated fairly. The employee may present his grievance under the informal procedures, either orally or in writing, and he should not be prevented from submitting a written explanation if he desires.

3.G.2. SUPERVISOR'S RESPONSIBILITY

a. Normal day-to-day discussions between employees and supervisors regarding working conditions and related employment matters are the most constructive and expeditious means of developing and enhancing favorable and effective working relationships.

b. Each employee has the right to present matters to his supervisor and each supervisor has the obligation to act promptly and fairly upon them, seeking the advice and assistance of others when necessary.

3.G.3. EMPLOYEE'S RESPONSIBILITY

a. Each employee is expected to make a consorted effort to achieve informal settlement of his grievance.

b. Tolling Period - In counting the number of days for each step, if the last day of the period falls on a weekend or legal holiday, the filing time or receipt time falls on the next working day.

3.G.4. USING THE INFORMAL GRIEVANCE PROCEDURE - STEP 1

3.G.4.a. INITIATION BY EMPLOYEE

In keeping with the personal nature of matters covered by grievance procedures, grievances can be initiated only by employees, they may not be initiated by employee organizations. Employee organizations may be permitted to present a grievance on behalf of an employee, or a group of employees when requested to do so by the employee or employees.

3.G.4.b. TIME LIMIT

a. An employee may present a grievance to his supervisor concerning a continuing practice or condition at any time. Grievances concerning a particular act or occurrence.

b. Grievances must be presented within 15 work days of that action or occurrence, unless the condition is continuing.

c. The immediate supervisor shall render a decision within 10 work days of the presentation of the grievance. However, this period is tolled during the pendency of any declared emergency related to natural disasters.

3.G.4.c. FORM OF THE GRIEVANCE
An employee may present a grievance under the informal procedure either orally or in writing. Employee must state that he or she is grieving.

3.G.4.d. NON-REJECTION PROVISION
A grievance may not be rejected in the informal procedure for any reason. If the grievance consists of a matter not covered under the grievance system, the employee should be so advised, but he must be allowed to submit his grievance under the formal procedures if he insists.

3.G.4.e. MANDATORY USE OF THE INFORMAL PROCEDURE
An employee must complete the informal procedure before Management may accept from him a grievance concerning the same matter under the formal procedure.

3.G.4.f. FAILURE TO RESPOND
In the event that a Supervisor fails to answer or respond to an informal grievance within ten work days after such informal grievance is presented to him or her, such action shall be considered as a denial of the informal grievance and the employee may proceed with a formal grievance. At no time shall a grievance be remanded back to a lower level due to a failure by a management official to respond to the employee's grievance.

3.H. STEP 2 - FORMAL GRIEVANCE PROCEDURES – NEXT ADMINISTRATIVE LEVEL

3.H.1. PRESENTATION OF THE GRIEVANCE - STEP 2

3.H.1.a. An employee is entitled to present a grievance under the formal procedure if:

a. He or she has completed the informal procedures; and
b. The Employee believes that grievance is not satisfactorily resolved at the informal level; or
c. The immediate supervisor failed to render a decision as specified in step 1, item 3.G.4.b within 10 work days of the presentation of the grievance at the informal level.

3.H.1.b. The grievance presented in Step 2 must:

a. Be in writing on the prescribed form *(see Appendix A);*
b. Contain sufficient detail to identify and clarify the basis for the grievance;
c. Specify the specific relief requested by the employee; and
d. Be submitted to the official who is the next higher supervisor than the immediate supervisor within five (5) work days after the receipt of the answer in Step 1, or after the answer was due.

3.H.2. RESPONSIBILITY OF NEXT HIGHER SUPERVISOR

3.H.2.a. The next higher supervisor must determine whether the grievance was timely, is covered by the grievance procedure and has been processed through the informal procedure.

3.H.2.b. The next higher supervisor shall make a positive attempt to resolve the grievance. He shall render a decision, in writing, to the employee as specified in item 3.H.1.b.

3.I. STEP 3 - FORMAL GRIEVANCE PROCEDURES – GENERAL MANAGER

3.I.1. PRESENTATION OF THE GRIEVANCE - STEP 3

An employee is entitled to present a grievance to the General Manager under Step 3, if:

3.I.1.a. He or she has completed Step 2 of the procedures; and,

3.I.1.b. The Employee believes the grievance is not satisfactorily resolved at the Step 2 level; and,

3.I.1.c. He or she has specified the personal relief sought; and

3.I.1.d. He or she has submitted the entire grievance record to the General Manager within ten (10) work days after receipt of the answer in Step 2, or after the answer was due.

3.I.2. THE GENERAL MANAGER'S WRITTEN DECISION

The General Manager shall render a written decision to the employee within fifteen (15) work days after the General Manager is presented with the employee's grievance. The General Manager's written decision shall include:

3.I.2.a. Whether-or-not the grievance has been granted or denied and,the grounds for the decision.

3.I.2.b. Remedy or relief provided (if appropriate).

3.I.2.c. Any other pertinent facts.

3.J. STEP 4 - APPEAL TO THE CIVIL SERVICE COMMISSION

3.J.1. PRESENTATION OF THE GRIEVANCE - STEP 4

3.J.1.a. An employee is entitled to present a grievance appeal under Step 4, if:

- **i.** He has completed Step 3 of these procedures;
- **ii.** The Employee believes the grievance is not satisfactorily resolved at the Step 3 level; or
- **iii.** The General Manager failed to render a decision within fifteen (15) working days of the submission of the complete grievance, in writing, at the Step 3 level;

3.J.1.b. The grievance presented in Step 4, must:

- **i.** Be in writing;
- **ii.** Contain sufficient details to identify and clarify the basis of the grievance;
- **iii.** Include complete copies of the grievance forms submitted in Steps 2 and 3;
- **iv.** Specify the personal relief requested by the employee;

v. Be submitted to the Civil Service Commission within ten (10) work days after receipt of the answer in Step 3, or after the answer was due; and
vi. Contain complete information of Employee and Representative (if appropriate).

ARTICLE IV

4. TRANSFERS AND DETAIL ASSIGNMENTS

4.A. VOLUNTARY TEMPORARY TRANSFERS:

4.A.1. When management identifies a temporary need for an employee in another position classification for a period of time longer than 90 days but less than one (1) year, and for which they are qualified, an employee may be transferred to that position with the employee's consent. The Employee shall retain all vested classified rights. The Employee shall be paid at the salary of the new position classification not to exceed two steps up from their salary step at the time of the transfer. Under no circumstances shall an employee be paid a lower rate due to a temporary transfer.

4.A.2. Increments shall not be affected during a voluntary temporary transfer.

4.A.3. No employee shall be eligible for any other voluntary temporary transfer within five years following the date that any prior voluntary temporary transfer was concluded.

4.B. VOLUNTARY DEMOTIONS

Demotions may be made when the employee meets the minimum qualification requirements of the position to which he seeks movement. Such demotion shall require the prior approval of the General Manager and the written consent of the employee.

4.C. COMPENSATION ADJUSTMENT FOLLOWING A DEMOTION

The reduction shall be to the salary in the new pay grade closest to, but not more than, the employee's salary at the time of demotion.

4.D. DETAIL ASSIGNMENTS

4.D.1. A detail is the temporary assignment to meet management needs of an employee to another position or to a group of specific duties and responsibilities for a specified period not to exceed ninety (90) days with the employee returning to his regular duties at the end of the detail.

4.D.2. Details shall be made only for meeting temporary needs of a division, department, or section programs including but not limited to the following:

a. emergency details - to meet emergencies occasioned by abnormal workload, change in the organization or unanticipated absences; or
b. pending description and formal classification for a new position; or
c. to replace an incumbent who is undergoing training and to replace any employee who is unavailable for work for any reason including filling vacancies on a temporary basis.

4.D.3. All details in excess of 30 calendar days must be documented.

4.D.4. An employee may be detailed while serving a probationary period provided however that no employee may be terminated for performance related matters to the detail, including lack of training.

4.D.5. Temporarily assignments and details shall conform to applicable statutes on the subject.

4.D.6. An employee in an unclassified position, or an individual employed under a contract shall not be detailed to a position in the classified service.

4.D.7. Nothing in this regulation is intended to infringe on management's prerogatives in day-to-day operational activities which may occasionally require that an employee be assigned, for brief periods up to 90 calendar days, work normally performed by another employee.

4.D.8. Employees serving on a detail in a position having a higher pay grade than his regular position shall receive the pay grade assigned to that position at the employee's current step.

4.D.9. Employees serving a detail in a position having a lower pay grade shall not have their pay adjusted to the lower pay. An Employee whom has filed a complaint or grievance of any sort against the agency or its management may be detailed or temporarily reassigned with written justification therefore.

ARTICLE V

5. HOURS OF WORK, OVERTIME AND PREMIUM PAY

5.A. STATEMENT OF POLICY

This chapter sets forth the standard for hours of work, wages, overtime compensation, compensating time-off in lieu of overtime pay, observance of holidays and a system under which the pay of certain employees shall be adjusted for certain hours, days or conditions of work. These provisions shall be in addition to the Fair Labor Standards Act (FLSA).

5.B. GENERAL PROVISIONS

The following provisions shall apply to all employees covered under this agreement:

5.B.1. The basic workweek is 40 hours. Alternatively, a workweek is a regularly recurring period of 168 consecutive hours – seven consecutive 24 hour periods. The workweek need not coincide with the calendar week. It may begin any day of the week and any hour of the day, but it must in each case, be established in advance. The workweek may be changed, but only if the change is intended to be permanent and is not made to evade overtime requirements or policies.

5.B.2. An employee's workweek may be in accordance with office hours, with designated shifts, or with such flexible or variable hour program as are implemented by individual departments. A work week shall not be less than 40 hours unless a bonafide financial need is declared by law, GWA governing board or General Manager.

5.B.3. A full-time employee shall be allowed a 15 minute break period in the first half and second half of the work day.

5.B.4. Full-time employees shall be allowed a minimum of 30 minutes and up to a one hour meal period during each work day.

5.B.5. Normally the schedule of workweek for shift workers shall be prepared and prominently posted at least two weeks in advance so that the employees affected will be informed. Such schedule shall not be less than one week and may not be changed, except for good cause. Whenever possible, work schedules shall permit an employee to enjoy a holiday on the day it is observed.

5.B.6. The General Manager may permit flexible work schedules as may be appropriate.

5.C. HOURS WORKED

All times during which an employee is required by the Supervisor of higher authority to be at work, is considered as hours worked, except for meals or other periods when he is released from duty, or for any such time that an employee is engaged in personal business. Hours worked does not include "*Happy Labor*" (work performed voluntarily and without expectation of compensation).

5.D. HOURLY RATE OF PAY

5.D.1. OVERTIME

5.D.1.a COVERAGE

i. Upon the occurrence of overtime work, covered classified employees shall be entitled to receive overtime compensation calculated at the rate of 1 and ½ times the regular rate of pay for each hour or portion of the hour of overtime worked.

ii. In determining the number of hours worked by an employee within a given workweek or work period, time spent off on annual, administrative (except for training), sick, compensatory time-off, other leave (with or without pay), or holidays will not be counted as time worked. Such time off with pay shall be included in straight time pay, but it is not included in computing whether a covered employee has worked in excess of 8 hours in a day or 40 straight time hours in a workweek.

iii. Any fraction of an hour of overtime worked shall be converted to the nearest 30 minutes.

iv. Covered employees include those positions that are not exempted by the Fair Labor Standards Act.

5.D.1.b. OCCURRENCE OF OVERTIME WORK

i. Overtime work may be authorized by the Supervisor in cases of emergency, or when the best interest of GWA service indicate that overtime work is required.

ii. It shall be the responsibility of the Supervisor to determine that the provisions of overtime pay are administered in the best interest of GWA services. Recognizing that the Supervisor is responsible for the manner in which overtime work is authorized, it is

especially important to control unauthorized overtime.
iii. Each Supervisor is responsible for internal controls which will provide a means of reviewing and evaluating the use of overtime.
iv. Overtime work will occur when an employee renders service renders service in excess of 40 hours per workweek.

5.D.1.c. COMPENSATION FOR OVERTIME WORK

i. Payment for overtime work shall be made no later than two pay periods after the overtime work is performed.
ii. Overtime compensation shall be at the rate of 1 and ½ times the regular rate of pay for each hour, or 30 minute portion of the hour of overtime worked.
iii. An employee who is subject to the maximum 120 hours of compensatory time under this agreement shall be paid cash wages of time and one-half the regular rate of pay for overtime hours in excess of this maximum.
iv. The requirement that overtime must be paid after 40 hours a week may not be waived by an agreement between management and the employee, except as provided in this agreement.
v. Employees who work during emergency periods as declared by the Governor of Guam shall be compensated pursuant to the law.

5.E. COMPENSATORY TIME OFF (CTO) IN LIEU OF OVERTIME PAY

5.E.1. In the absence of any funds for overtime compensation, compensatory time off shall be granted in lieu of overtime pay. A record of this agreement must be kept with the GWA Payroll Office. Employees shall submit a leave-form requesting CTO.

5.E.2. The number of hours of overtime work shall be converted to compensatory time credit at the rate of 1 and ½ hours for each hour of overtime work, or portion of the hour.

5.E.3. Employees may accrue not more than 120 hours of compensatory time.

5.E.4. Any additional overtime work performed by employees, who have already accumulated the maximum 120 hours of compensatory time shall be compensated not later than two pay periods following the period during which the overtime was worked.

5.E.5. When sickness lasting one or more days occurs during a scheduled compensatory time off, and the employee substantiates such to the satisfaction of the Supervisor, the employee shall be charged sick leave and permitted to reschedule his compensatory time off. Application for such substitution of sick leave for compensatory time off shall be made within three work days upon return to duty, and shall be in conformance with the requirements for using sick leave.

5.E.6. An employee who has requested the use of compensatory time off shall be permitted to use such time, within a reasonable period after making the request, if the use of the compensatory time does not unduly disrupt the operations of GWA.

5.E.7. An employee on compensatory time off shall be deemed to be on official leave with pay status.

5.E.8. The Supervisor may require an employee to use any accumulated compensatory time off.

5.F. CONVERSION OF COMPENSATORY TIME OFF TO CASH

5.F.1. The employee may request in writing that accrued CTO be converted cash payment. All such requests are subject to the approval of the General Manager and if approved shall be paid at the rate at which it was earned. Such requests shall not be unreasonably denied.

5.F.2. At the time of separation, the employee shall be paid in cash for all unused compensatory time credit earned at the rate at which it was earned.

5.G. HOLIDAY PAY

Employees who are required, because of an emergency or other reasons, to work on holidays shall be paid at a rate equivalent to double their hourly rate of pay exclusive of any additional pay, except as otherwise provided by statute. For purposes of these rules, holidays are declared to be those identified in local statute.

5.H. NIGHT DIFFERENTIAL PAY

Work performed between the hours of 6:00 p.m. and 6:00 a.m. shall be compensated as follows:

Any employee who works between the hours of 6:00 p.m. to 6:00 a.m. shall be entitled to night differential pay, calculated at the rate of their regular wage plus 10% for all periods worked between the hours of 6:00 p.m. and 6:00 a.m., except as otherwise provided by statute.

5.I SALARY INCREMENTS (Non – CTP)

5.I.1. Salary increment increases shall be granted to covered Employees whose services are rated satisfactory or above for the rating period.

5.I.2. Salary increment increase up to step 7 is on an annual basis from date of hire or from the date of a promotion, when the employee has successfully completed their new probationary period following promotion, when the employee has successfully completed their new probationary period following promotion.

5.I.3. Salary increment increase from Steps 7 to 10 is granted eighteen (18) months from date of hire or from the date of a promotion when the employee has successfully completed their new probationary period following promotion.

5.I.4. Salary increment increase from Steps 10 to 20 is granted every two (2) years from date of hire or from the date of a promotion when the employee has successfully completed their new probationary period following promotion.

5.I.5. Should an employee separate in good standing, return under the provisions of re-employment, the employee shall be credited for the time served prior to separation for the purpose of granting salary increment, provided that the employee has had a review period of at least 90 days following his return.

5.I.6. Personnel actions for salary increment shall be processed in a timely manner. A reasonable standard shall apply in determining timeliness.

5.J. OUTSIDE EMPLOYMENT

Employees shall be permitted to work at outside private employment not in conflict with their government service, nor such as would bring GWA or its employees into disrepute. Any employee may undertake outside employment only if such is not in conflict with his work assignments and duly scheduled hours of his government employment. All outside employment requests must be in writing and must be approved in advance by the GWA General Manager and such requests for outside employment shall be made at least once annually.

5.K. HAZARDOUS PAY

The following guidelines shall apply relative to requests for payment of hazardous duty pay differential which involves exposure to hazardous conditions.

5.K.1. Employees shall not to be compelled to Work in Unsafe Conditions. Following the determination of an unsafe working condition by GWA's Safety and Compliance Officer, no employee may be compelled or in any way coerced to work in an unsafe working condition. An extremely unsafe condition is one that threatens immediate and unavoidable physical harm. The determination of GWA's Safety and Compliance Officer shall be in the form of a written report which covers the location of the extremely unsafe condition, a description of the nature of the extremely unsafe condition, the length of time the condition is estimated to exist along with a recommendation on how the extremely unsafe condition will be alleviated and/or fixed. The report shall be immediately delivered to the General Manager when completed. The GWA Safety and Compliance Manager shall treat any report of an extremely unsafe working condition as their top priority.

Refusal to work in an unsafe working condition after a reporting of an unsafe working condition shall not be considered in evaluating job performance or be considered as a factor in the promotion or demotion or adverse action of said employee.

GWA shall take reasonable steps based on GWA's budget, capital plan and regulatory needs, Guam laws, emergency declarations, existing circumstances and income to eliminate or reduce hazardous working conditions in order to assure every employee of GWA a safe workplace and healthful working conditions free from recognized hazards that are causing or likely to cause death or serious physical harm.

5.K.2. Hazardous Duty Pay. Hazardous duty pay as established under GWA's Hazardous Pay Policy (which may be amended from time-to-time by GWA's governing board for CTP employees) may be added to the base pay of employees who are temporarily exposed to hazardous duty for a minimum of 15 minutes for each assigned hazardous duty that is not

included within their job duties or pay structure. All hazardous pay requests shall comply with GWA's Hazardous Pay Policy.

ARTICLE VI

6. PERFORMANCE EVALUATIONS

6.A. PURPOSE

The GWA shall establish and maintain a performance evaluation system for the fair and objective appraisal of work performance of employees. The performance evaluation system **may** be used to:

1. Analyze/improve individual performance.
2. Strengthen supervisor/employee relationships.
3. Recognize employee accomplishments and good work.
4. Identify job standards.
5. Identify training need.
6. Grant or deny pay increments.
7. Determine order of layoffs.
8. Determine eligibility for promotion.

6.B. PERFORMANCE EVALUATION RECORDS

6.B. 1. A copy of the performance evaluation report shall be transmitted to the General Manager 30 days prior to the anniversary date. Upon receipt of the performance evaluation report and recommendations, the General Manager shall effect the appropriate personnel action in accordance with the recommendation of the Supervisor and it shall contain the Supervisor's comments and recommendations. The General Manager may adopt the recommendations or make his own as long as it is justified. The GWA General Manager shall provide written justification upon request.

6.B.2 Records of the performance evaluation report shall be filed in the employee's personnel file.

6.C. RESPONSIBILITY FOR PERFORMANCE EVALUATIONS

The General Manager shall approve all performance ratings made within GWA. He shall insure that performance evaluations and reports are completed and submitted on a timely basis. The employee shall sign the performance report; the signature of the employee does not imply agreement but only indicates that the report has been seen. In the event that the employee has substantial disagreement and refuses to sign, the supervisor shall state such fact on the performance evaluation form.

6.D. SUPERVISOR'S RESPONSIBILITY FOR PERFORMANCE EVALUATIONS

6.D.1. The performance standards shall be developed and the performance rating shall be completed by the supervisor immediately responsible for the employee's work with input from

the employee (the level of input to be determined by the Supervisor). The rater should be the individual who oversees reviews and checks the daily work performance of the employee being rated, or is the supervisor who is most closely acquainted with the employee's daily work performance. The supervisor shall also be responsible for the timely preparation and submission of performance reports for all employees under his supervision. The employee's supervisor must have supervised the employee for at least 90 days to render a fair evaluation. Before a supervisor retires, resigns, or transfers, he shall render an evaluation for the assigned employees before leaving the division/section or GWA.

6.D.2. For employees on temporary assignments due to work injury, disability (light duty), etc. for 120 days or more, the supervisor may establish additional performance standards to reflect current duties. A composite rating for the temporary assignment and permanent position may be made.

6.E. THE PERFORMANCE EVALUATION FORM

Performance evaluations shall be accomplished on a form prescribed by the General Manager consistent with the performance evaluation system in effect. The performance evaluation forms shall be filed in the employee's personnel file.

6.F. SALARY INCREMENTS - PERMANENT EMPLOYEES

Every covered employee shall be entitled to not less than a one step salary increment for satisfactory or better performance aside from CTPs covered under this agreement who shall receive salary increments in accordance with law.

6.G. APPEAL OF PERFORMANCE EVALUATION RATING

Employees whom are dissatisfied with a performance evaluation or rating may invoke the grievance procedures laid forth in this agreement.

ARTICLE VII

7. LEAVE

7.A ANNUAL LEAVE

7.A.1. REQUEST FOR ANNUAL LEAVE

Requests for annual leave shall be submitted to the appropriate supervisor by the employee, at least 48 hours in advance, for leaves in excess of 40 consecutive hours; and 24 hours in advance for leaves less than 40 hours, in order to avoid unnecessary disruption of work. Reasonable consideration shall be afforded for emergency situations.

7.A.2. MINIMUM CHARGE FOR ANNUAL LEAVE

Annual leave requests shall be made and such requests shall only be granted in increments of whole hours.

7.A.3. ACCRUAL OF ANNUAL LEAVE

Accrual of Annual Leave shall be computed pursuant to Guam Law.

7.A.4. LUMP SUM PAYMENT FOR ANNUAL LEAVE UPON SEPARATION OR TRANSFER

When an employee is separated from the GWA service, he shall be given a lump sum payment for any accrued and unused annual leave as of the date of separation.

7.A.5. LIBERAL CONSIDERATION OF ANNUAL LEAVE REQUESTS UPON BIRTH ORADOPTION OF A CHILD

Employees may, upon the birth or adoption of a child, submit a request on the appropriate leave form for annual leave for the purposes of assisting or caring for the child. Such requests should be liberally considered by supervisors and for other leaves set forth in the Family and Medical Leave Act (FMLA) in addition to maternity and paternity leave, for a maximum of six (6) months.

7.A.6. ADVANCE LUMP SUM PAYMENT FOR ANNUAL LEAVE

In accordance with Section 4111, Chapter 4 of Title 4 of the Guam Code Annotated, an employee may, prior to taking authorized annual vacation leave, receive a lump sum payment in advance for the period of leave authorized. No employee who received a lump sum payment in advance may return to work prior to the expiration period of such leave.

7. B. SICK LEAVE

7.B.1. PURPOSE AND ELIGIBILITY

7.B.1.a. Sick leave shall be allowed to an employee when the employee:

i. receives medical, dental or optical examination or treatment or any mental health examination, counseling or treatment;
ii. Is incapacitated for the performance of duties by sickness, injury, complications due to pregnancy, medical confinement; or would jeopardize the health of others by his presence at his duty assignment because of exposure to a contagious disease; or
iii. Is compelled to be absent from duty to provide health care for a member of the employee's immediate family as a result of an illness or injury.

7.B.1.b. Sick leave with pay shall be allowed during leaves of absence or vacations, provided, however, that any sick leave taken by an employee while on vacation must be supported by a certificate issued by a licensed physician.

7.B.2. NOTIFICATION OF SICKNESS

Notification of absence on account of sickness shall be given as soon as possible on the first day of absence or, if impractical, as soon thereafter as circumstances permit.

7.B.3. SICK LEAVE

Sick leave shall be granted in accordance with statute and this agreement.

7.B.4. SICK LEAVE CHARGED ONLY FOR WORKING HOURS
An employee shall be charged for sickness for only those hours for which he was, or would have been scheduled to work.

7.B.5. ACCRUAL OF SICK LEAVE
Sick leave shall be accrued pursuant to Guam Law.

7.B.6. MINIMUM CHARGE FOR SICK LEAVE
Sick leave requests shall be made and such requests shall only be granted in increments of whole hours.

7.B.7. ACCUMULATION AND CARRY OVER OF SICK LEAVE
Unused sick leave may be accumulated and carried over to succeeding leave years without limitation.

7.B.8 ADVANCE OF SICK LEAVE
a. An employee, who has suffered a serious illness or ailment and has exhausted his sick leave and who intends to return to work, may submit a written request, for advance of sick leave, to the General Manager. Each request for advance of sick leave must be accompanied by a certification by the employee's physician. An advance of sick leave may not exceed 13 days, and shall be subject to approval by the General Manager.

b. If the employee is medically certified as being unable to return to work after all accrued and/or advanced sick leave credits have been used, the employee shall be allowed to use any accrued compensatory or annual leave credits before being placed on leave without pay or FMLA leave.

7.B.9. PHYSICIAN'S CERTIFICATION OF INCAPACITATION
a. An employee who is absent in excess of three consecutive days because of illness, injury, quarantine, or to provide health care for a member of the employee's immediate family may be required to furnish a certification as to the incapacitation by a licensed physician or furnish other administratively acceptable evidence.

b. Supervisor may require certification for other periods of illness when there is adequate proof of abuse of sick leave or when suspicious patterns of leave develop. Supervisors shall notify the affected employee in advance that medical certification will be required for such other periods.

c. If the certification required is not furnished, all absences which would have been covered by such certification shall be indicated on the payroll as leave of absence without pay and the employee may be subject to disciplinary action.

d. If the medical certification furnished by the employee is not acceptable to the General Manager, he may require the employee to submit to an independent medical examination which shall be paid for by GWA.

e. Based on the medical certification, the General Manager:

i. May disapprove further use of sick leave if the employee is medically evaluated as fit for work.
ii. Shall allow the employee to use accrued sick leave if GWA's medical evaluation as unfit to return to work. In the event the employee exhausts his accrued sick leave the provisions of these Rules shall apply.

7.C. ON-THE-JOB INJURY

It is the policy of GWA and the Union that employees are provided with as safe working conditions as is practicable. However, in the event that an employee incurs a job-related injury, the following procedures shall apply.

7.D. EXCUSED ABSENCES/ADMINISTRATIVE LEAVE

Employees are entitled up to 45 calendar days of COP because of temporary total disability or temporary partial disability due to a job related injury that is substantiated by medical report(s). A maximum of 45 calendar days per injury is allowed. The 45 calendar days begin the day following the injury.

7.E. JURY DUTY

7.E.1. An employee, who is called for jury duty in any court in the Island of Guam, shall be excused from duty with full pay and without charge to leave for all hours required for such duty, not to exceed the number of hours in the employee's normal work day.

7.E.2. An employee called for jury duty is required to show the Jury Duty Call Notification to his supervisor.

7.E.3. Supervisors are responsible for advising employees that all compensation earned for such jury service, except allowances for travel, must be paid to GWA, in accordance with Section 6505, Chapter 6, Title 4 of the Guam Code Annotated. An employee may elect to request for annual leave for the purpose of jury duty service, in which case the employee may keep the compensation earned for such jury duty.

7.F. NATURAL DISASTERS AND OTHER EMERGENCY CONDITIONS

7.F.1. Administrative leave, unless required to work, shall be granted to employees when natural disasters or other emergency conditions create unsafe working conditions.

7.F.2. Excused absence, for natural disaster or other emergency conditions, may be granted only when there has been an official proclamation of the hazardous conditions from the CCU, GWA General Manager, or the Governor of Guam.

7.F.3. When Emergency has been declared, the General Manager shall determine whether affected facilities or portions thereof, covered by the proclamation, are to be closed.

7.F.4. Except for those employees determined by the General Manager to be necessary for

providing essential services, employees shall be released from duty with pay, without charge to leave, for the period the facility is closed.

7.F.5. Employees who are on annual or sick leave status when an emergency condition is declared and are not required to report to duty, shall be considered as released from duty with pay without charge to leave for the period the work facility is closed.

7.G. ABSENCE PENDING FORMAL INVESTIGATION

An employee, who is under formal investigation for misconduct, or violation of a rule or statute, may be placed on excused absence from duty without charge to leave, when the employee's absence from the work location is essential to the investigation.

7.H. BEREAVEMENT LEAVE

A. An employee, upon request, shall be granted two days of excused absence with pay, and without charge to leave upon the death of any member of the employee's immediate family.

7.I. PATERNITY LEAVE

A. Paternity leave shall be granted to a male employee occupying a permanent position upon the birth of a child, or children by his wife, including common-law.

B. Paternity leave shall not exceed 20 days of paid leave and must encompass the date of childbirth.

7.J. MATERNITY LEAVE

7.J.1. Pregnant employees are responsible for notifying their supervisor, in advance, of their intention to request leave for maternity purposes including the type of leave, approximate dates and anticipated date of return to duty, to allow the agency time to prepare for any staffing adjustments which may be necessary. The supervisor is responsible for providing gainful employment and making use of the employee's skills for as long as the employee is not incapacitated for duty.

7.J. 2. Sick leave shall be made available during pregnancy to cover for physical examinations and periods of incapacitation based on certification by the employee's physician. An employee may request for annual or sick leave, or leave without pay (in addition to the authorized maternity leave) to provide for a reasonable period of adjustment, or to make arrangements for the care of the child.

7.J. 3. An employee who wishes to return to work following delivery shall be assured continued employment in her position or a position of like seniority, status and pay upon presentation of her personal physician's certification of fitness for duty.

7.J. 4. The marital status of the pregnant employee shall not adversely affect her right to continued employment or use of leave.

7. J.5. GRANTING OF MATERNITY LEAVE

a. Maternity leave shall be granted to a female employee occupying a permanent position who is absent from work as a result of childbirth. Such maternity leave shall not exceed 20 days encompassing the date of childbirth. Any additional leave taken for such childbirth purpose, may be charged against accumulated sick leave, or may be unpaid leave, at the option of the employee.

b. Total leave, whether maternity, sick or unpaid leave, shall not exceed twenty days without approval of the employee's supervisor, and must be based on medical need as certified by a licensed doctor.

7.K. PARENTAL INVOLVEMENT INITIATIVE LEAVE

7.K.1. An employee of the Government of Guam, who is a parent or legal guardian and who is not otherwise prohibited from such contact with his child by order of a court, may use up to four (4) hours every two (2) pay periods to meet with a teacher or other school official concerning the employee's child's performance or behavior or to volunteer parental-involvement time at his child's school.

7.K.2. The four (4) hours every two (2) pay periods may be utilized at the arrangement of the employee with the employee's supervisor, and may be split into smaller separate segments over the two (2) pay period time frame.

7.K.3. An employee requesting such leave shall submit a request to his supervisor in advanced, and is required to obtain from his child's teacher or school official a signed certification that the employee has visited the school for an official conference or function. Such requests may be denied for good cause.

7.L. LEAVE WITHOUT PAY

7.L.1. Leave without pay is a temporary non-pay status and an absence granted in response to an employee's request. Leave without pay covers only those hours which an employee would otherwise work or, for which he would be paid. Employees may request leave without pay for good cause when their current authorized annual or sick leave with pay, will not cover the total period of requested leave. Such request may be denied for good cause. All LWOP requests must be approved by the GWA G.M.

7.L.2. When an employee is on leave without pay status, accrual of sick, annual or retirement credit is not allowed.

ARTICLE VIII

8. EMPLOYEES WITH DISABILITIES

8.A. PLACEMENT OF EMPLOYEES WHO BECOME MEDICALLY NON-QUALIFIED

8.A.1. The provisions of this section shall apply to permanent employees who become medically non-qualified and to original probationary employees with a service connected disability.

8.A.2. It is the responsibility of GWA to assure, to the extent possible, the continued employment of employees who become disabled as a result of an injury, accident or illness that is not a result of misconduct, or who are found to be medically non-qualified for their present position, but who are medically qualified for other types of positions within GWA.

8.A.3. The employee shall be examined at the expense of GWA by a government or private physician or physicians, in such field or fields of medicine and/or psychiatry as may be applicable to evaluate the employee's qualifications for his present position, or assess his current physical and emotional capacities and/or evaluate his qualifications for a vacancy for which he is being considered under the provisions of this section.

8.A.4. Employees affected by this rule shall be considered for those vacancies for which they qualify.

8.A.5. In the placement of employees with a disability, the following should be taken into account:
a. The ability of the employee to safely perform the duties of the position without undue interruption to the work program and/or undue hardship on the operations of the program.
b. The ability of the employee to absorb any required training or retraining.
c. The mutual interest of both GWA and the employee.
d. If demotion is involved, whether or not initiated by the employee, he shall be compensated in accordance with GWA Personnel Rule and Regulation.

8.B. PLACEMENT OF EMPLOYEES WITH DISABILITIES

8.B.1. After medical, physical, or psychological reevaluation, an employee who is no longer qualified to perform the duties of his position satisfactorily within a stated reasonable period of time and in spite of reasonable accommodations due to a permanent medical physical or mental incapacity, the General Manager shall take the following action:
a. Transfer and re-assign the employee to an equivalent position elsewhere in GWA;
b. Promote the employee; or
c. Reassign the employee to a lower graded position elsewhere in GWA, if no equivalent position is available.

8.B.2. If there is no appropriate position in which the employee can be placed within GWA, the General Manager will coordinate placement of the employee in a suitable position with other Government of Guam departments and agencies. If an appropriate vacancy is found, the receiving department or agency may process the appropriate action to employ the employee who is medically disabled consistent with personnel rules of that department or agency and provisions of the ADA.

8.C. REASONABLE ACCOMMODATION

Every effort shall be made by the General Manager to provide reasonable accommodations to assure continued employment.

8.D. TERMINATION OF EMPLOYMENT
The General Manager shall terminate the employment of the employee:

8.D.1. If no suitable placement can be made or if the employee refuses placement in a suitable position.

8.D.2. If the employee refuses retirement.

8.D.3. If the General Manager has evidence that the employee is permanently disabled from performing the job, or will be disabled for a long time that termination is necessary in light of demonstrated business realities. Such termination action shall be consistent with Adverse Action Procedures.

ARTICLE IX

9. MISCELLANEOUS PROVISIONS

9. A. RESIGNATION PENDING ADVERSE ACTION
An employee who resigns after receipt of a notice of proposed adverse action is deemed to have resigned voluntarily. No record of the proposed adverse action shall be kept by the agency.

9.B. SAFETY STANDARDS
The minimum safety standards shall be those established in the Occupational Safety and Health Code (Chapter 87, Title 10 of the Guam Code Annotated) and administered by the Division of Occupational Safety and Health, Department of Labor.

9.C. DRUG FREE WORK PLACE
It is the rule of the GWA to prohibit the manufacture, distribution, dispensation, possession or use of a controlled substance on or off the workplace. Any employee who violates this rule will be subject to disciplinary action.
Note: Refer to Drug Free manual on the Implementation Procedures of
the Drug-Free Workplace Program Policy adopted by the GWA.

9.D. PERSONNEL FILE

9.D.1. Derogatory Material: GWA shall notify the employee if derogatory or confidential material is placed in his file.

9.D.2. Right to Respond: The employee shall have the right to submit a response to derogatory material or statements. Such response shall be attached to and filed with the material or statement in the employee's official personnel file. No anonymous reports shall be filed in the employee's personnel file.

9.D.3. Employee's Right to Access File

Besides the right to inspect his personnel file and the right to an opportunity to respond to derogatory material in his file, as delineated above, each employee shall have the following rights regarding his personnel file:

a. No material in the file may be made confidential as to the employee; he must have the opportunity to know its contents.

b. In the event the employee disagrees with or considers any documented information or material untrue, he may resort to the grievance procedures;

c. The employee shall have the right to duplicate any material in his file including employment application forms, police clearance, TB clearance, High School/College Diploma and/or Transcripts, etc.

d. The employee shall have the right to submit to the Personnel Office for his personnel file any material of merit which is relevant to his performance within the GWA.

e. GWA may reject any material that is irrelevant or inappropriate that is submitted under item #4.

9.D.4. Duration of Disciplinary Action

Memorandum of Concern, Warning, Counseling, or Reprimand against an employee will be kept in the employee's personnel record.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.A. SEVERABILITY

In the event that any portion of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction, all other items, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties thereto.

10.B. SAVINGS

10.B.1 Grievances initiated under this Agreement (or as extended) and pending on the execution hereof beyond the life of this Agreement are saved and may be prosecuted by the aggrieved party as though the Agreement is still in force.

10.B.2 Leave entitlement and balances are not affected by expiration of the Agreement

10.C. NEGOTIATIONS

10.C.1 If either party desires to modify any or all parts of this Agreement for a successive term that party may give written notice of the same to the other party at any time. A jointly developed schedule for negotiations shall be completed and negotiations shall commence not later than 60 days thereafter.

10.C.2 Upon the request of either party, the other shall make available for inspection and copying, documents and records pertinent to the subject of negotiations. Both parties have the right to request that their most recent proposals be answered by a written counterproposal.

10.C.3 An article, or portion thereof, is considered a tentative agreement only when mutually signed and dated by both parties. All tentative agreements are subject to formal ratification by the Board and the Union.

10.C.4 When tentative agreements have been negotiated on all matters submitted by the parties, the Agreement shall be reduced to writing and presented to the Union for ratification. The Union shall have fifteen (15) days in which to present a written report to the Board of their action. Following such ratification, the Agreement shall be subject to ratification by the Board that shall take place within fifteen (15) days of the date the Union notifies the Board of ratification. The Agreement shall then be forwarded to the Attorney General and-the Governor.

10.D. PRINTING AND POSTING OF THIS AGREEMENT

Both the Union and the Board retain the right to print this Agreement, and subsequent modifications, if any. The Union shall be responsible for the printing and distribution of the Agreement to its dues paying members. The Board agrees that it shall be responsible for printing and distribution of this Agreement for the managers of the GWA. Copies of the Agreement shall be posted on both the Waterworks Authority's and the Unions web site. Both the Union and Board may make printed copies of the Agreement available for purchase to all others.

10.E. EFFECTIVE DATES OF AGREEMENT, TERM AND AMENDMENTS.

10.E.1 This Agreement may be amended in whole or in part as specified in Section 10.C. (subject to GWA board approval and other approvals required to be obtained by the Union). Both parties agree to review and negotiate any request in good faith.

10.E.2 This contract shall be effective on the date the last signature is affixed hereto. The contract shall be for a period of one year term subject to annual renewal upon the mutual written consent of the parties.

In Witness Whereof, the parties hereto, through their duly authorized representatives, hereby execute this Agreement on the date indicated below:

Approved by GWA:

Mark G. Miller
Interim General Manager — 4/23/2015 Date

CCU Chairperson — 3/30/16 Date

Ratified for the Union:

Daniel Del Priore — 23 March 2015 Date
Chief Negotiator

Timothy Fedenko, President — 7/27/2015 Date

EXHIBIT B

AGREEMENT FOR THE ANNUAL RENEWAL OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CONSOLIDATED COMMISSION ON UTILITIES, FOR GUAM WATERWORKS AUTHORITY, AND THE GUAM FEDERATION OF TEACHERS UNION, AFT LOCAL 1581 AFL-CIO

Whereas The Guam Federation of Teachers Union and the Consolidated Commission On Utilities, for Guam Waterworks Authority, did on March 22nd 2016 enter into a Collective Bargaining Agreement for a One Year Term and,

Whereas the aforesaid Collective Bargaining Agreement allows and authorizes the parties to enter into an annual renewal of the said Agreement upon their mutual consent and,

Whereas the parties are mutually desirous of now entering into an annual renewal of the aforesaid Collective Bargaining Agreement;

Now, Therefore, The Consolidated Commission On Utilities, for the Guam Waterworks Authority, and The Guam Federation of Teachers Union; with the Guam Waterworks Authority specifically concurring therein, do hereby mutually agree to this Annual Renewal of the subject Collective Bargaining Agreement; a copy of which is attached hereto as exhibit "A", and incorporated herein by this reference as if fully set forth; such that the subject Collective Bargaining Agreement exhibit "A" hereto, shall now expire one year from the date the last signature is affixed to this Annual Renewal Agreement .

In Witness Whereof, the parties hereto, through their duly authorized representatives, hereby execute this Agreement on the date indicated below:

Approved by GWA:

Miguel C. Bordallo, P.E.
General Manager

Date

Ratified for the Union:

Sanjay Sharma, President

4/11/17
Date

Joseph T. Duenas, Chairman
Guam Consolidated Commission on Utilities

Date

EXHIBIT C

GFT, AFT Local 1581
Together We Win!

Timothy Fedenko, President
Corazon Mucho, Secretary
Sanjay Sharma, Vice President
James Lujan, Treasurer

16 March 2017

To: Kelly Clark, Esq.
GWA General Counsel

Fr. Dan Del Priore
GFT Rep.

Re, CBA/MOU Renewals

Via Hand Delivery

Dear Attorney Clark,

Please receive enclosed the Declarations confirming the approvals of the Renewals for the GFT-GWA CBA and MOU. Once the GM has signed, please let me know and I shall have them picked-up for signing by GFT's President. I shall ther return them to you for submission to CCU for its approval and signing at the 22nd March 2017 meeting.

The identities of the GFT Stewards; that you requested, are as follows:

A) Josephfa Evangelista

B) Robert Garrido

Respectfully,

Dan Del Priore

Dan Del Priore

Encls.

DECLARATION OF IRISH OLIVARES

I, Irish Olivares, do hereby state and affirm that I am an Organizer for the Guam Federation of Teachers, and in that capacity, I have coordinated the arrangements for the Ratification Vote of the Renewal of the GFT-GWA Collective Bargaining Agreement, and accompanying Memorandum of Understanding, and to accomplish this I have carried-out or caused to be carried-out the following:

A) Publication of the Renewal of the GFT-GWA CBA; with the CBA attached as exhibit "A", and the accompanying Memorandum of Understanding; were made available to all of the GFT Members who are employed by GWA; as well as written Notice of the Day, Times and Places for the Ratification Vote to take place.
B) A phone bank was conducted by the GFT Staff the day before the Ratification Vote to reach-out and remind Members of the Voting Day, Times and Places.
C) All of the identified Voting Places were properly manned and voting boxes were available for voting to take place at all of the locations and at the times specified.
D) The First Voter at each location witnessed that the pertinent ballot box was empty, and that the Pad-Lock for the Ballot Box was secured, and the Members could then proceed to cast their confidential vote.
E) At the conclusion of the voting, the Ballot Boxes were returned to the GFT Office; where they were unlocked and opened one-by-one, and the counting of the ballots was witnessed by GFT Staff Members.
F) The Ratification Voting was unanimously in favor of Ratification; for both the CBA and the MOU.

I am also aware that Tim Fedenko is the President and Chief-Executive-Officer of GFT, and as such he is authorized to sign on behalf of GFT the CBAs, and any related MOU, for GFT as to the Government of Guam ; after they have been ratified by a vote of the then voting GFT Members.

I declare under penalty of perjury under the Laws of Guam, that the foregoing is true and correct; of my own belief and personal knowledge. Dated this 16th Day of March 2017.

Irish Olivares, Organizer

AFT Local 1581 (GFT)

AFL-CIO

DECLARATION OF SANJAY SHARMA

I, Sanjay Sharma, do hereby state and affirm that I am the elected Vice-President, and the Acting-Secretary of the Guam Federation of Teachers, and in that capacity I attended and took the Minutes for the Executive Council Meeting of the GFT, the governing body for the GFT, on Monday March13th[h] 2017; held at the GFT's Offices in Mangilao, Guam. The Meeting of the Executive Council was duly called, and an item on the Agenda was the Renewal of the GFT-GWA Collective Bargaining Agreement; and the related Memorandum of Understanding between the parties.

In the course of the Meeting of the GFT Executive Council a Motion was made, and properly Seconded, that the Executive Council confirm its approval of the Renewal Agreement pertaining to the GFT-GWA CBA, and the related MOU.

The above referenced Motion, after discussion, was unanimously passed by the GFT Executive Council.

I declare under penalty of perjury under the Laws of Guam, that the foregoing is true and correct; of my own belief and personal knowledge, and this Declaration is prepared and executed in my capacity as the Vice-President and Acting-Secretary of the Guam Federation of Teachers.

Dated this 16th Day of March 2017.

Sanjay Sharma, Vice-President

Acting-Secretary AFT Local 1581

Guam Federation of Teachers

AFL-CIO

AGREEMENT FOR THE RENEWAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE GUAM FEDERATION OF TEACHERS AND THE GUAM WATERWORKS AUTHORITY AND THE CONSOLIDATED COMMISSION ON UTILITIES

Whereas The Guam Federation of Teachers Union and the Consolidated Commission On Utilities, for Guam Waterworks Authority, did on March 22nd 2016 enter into a Memorandum of Understanding with respect to the Collective Bargaining Agreement between the same parties executed contemporaneously with the subject Memorandum and,

Whereas the aforesaid Memorandum facilitates the operation of the Collective bargaining Agreement between the parties and,

Whereas the parties are mutually desirous of now entering into a renewal of the aforesaid Memorandum of Understanding in conjunction with their renewal of their Collective Bargaining Agreement;

Now, Therefore, The Consolidated Commission On Utilities, for the Guam Waterworks Authority, and The Guam Federation of Teachers ; with the Guam Waterworks Authority specifically concurring therein, do hereby mutually agree to this Renewal of the subject Memorandum of Understanding contemporaneously with their renewal of their Collective Bargaining Agreement. A copy of the Memorandum is attached hereto as exhibit "A", and incorporated herein by this reference as if fully set forth; such that the subject Memorandum of Understanding, exhibit "A" hereto, shall now expire one year from the date the last signature is affixed hereto.

In Witness Whereof, the parties hereto, through their duly authorized representatives, hereby execute this Renewal Agreement on the dates indicated below:

Approved by GWA:

Miguel C. Bordallo, P.E.
General Manager

Date

Ratified for the Union:

Sanjay Sharma, President

4/11/17
Date

Joseph T. Duenas, Chairman
Guam Consolidated Commission on Utilities

Date

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

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

How much will it cost?
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.

When will it be completed?
The contractor requests an additional 6 months on top of the current contract completion date to complete the addition scope proposed.

What is the funding source?
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.

GUAM CONSOLIDATED COMMISSION ON UTILITIES

RESOLUTION NO. 27–FY2017

RELATIVE TO APPROVAL OF CHANGE ORDER NO. 1 FOR DESIGN BUILD OF THE MACHECHE SEWER LINE REPLACEMENT 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 a number of important USPEA State Revolving Fund projects including the rehabilitation/replacement of gravity/pressurized sewer mains to address aging Asbestos Cement Pipe (ACP) along Route 26 (Macheche Road) to prevent sewer line breaks that can cause Sanitary Sewer Overflows (SSO); and

WHEREAS, GWA management had solicited design build construction services to conduct the work noted above and was subsequently given authorization to enter into a contract with Giant Construction Corporation via CCU Resolution 51-FY2016; and

WHEREAS, the resolution approved the contract amount of One Million Six Hundred Thirty Four Thousand Dollars ($1,634,000.00) plus a ten percent (10%) contingency of One Hundred Sixty Three Thousand Four Hundred Dollars ($163,400.00) to bring the total authorized funding amount to a maximum of One Million Seven Hundred Ninety Seven Thousand Four Hundred Dollars ($1,797,400.00), which is fully funded by USEPA State Revolving Funds; and

WHEREAS, In the process of obtaining the building permit as required for the project the design build contractor notified GWA of issues and concerns raised by the Guam Environmental Protection Agency (GEPA) relative to the collection design as originally contemplated by GWA, specifically the depth of the new sewer manholes and gravity lines to be installed (See EXHIBIT A); and

WHEREAS, GWA management was also up against a short timeline to conduct certain work within the limits of the project, specifically replacement of a section of sewer line that is "pressurized" so as to stay ahead of the Department of Public Works project to repave a section of Route 26 that coincides with GWA's project limits; and

WHEREAS, GWA management met with GEPA to discuss their concerns and request GEPA provide a conditional approval for the building permit so that GWA can start pipe installation work within the section of the roadway where DPW expects to repave; and from this meeting GWA agreed it would work with GEPA on their recommendation to adjust the depth of the sewer collection system but only to the extent GWA has additional funding available; and

WHEREAS, GWA concurs with the concept of protecting groundwater resources by planning for increased sewer service in this area, and once GWA and GEPA come to an agreement on how to address GEPA's recommendation, GEPA would remove any condition to the building permit which would then allow GWA's design build contractor to work complete the remaining sections of the sewer project; and

WHEREAS, 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 (See EXHIBIT B) to adjust the depth of the sewer manholes and gravity lines, include sewer stub outs to adjacent street, increase the force main section form 10" diameter to 15" diameter and additional cost associated with change in design to address; and

WHEREAS, GWA management seeks CCU approval to change order the contract with Giant Construction to a "not to exceed" the amount of Five Hundred Forty Six Thousand Five Hundred Two Dollars and Fifty Four Cents ($546,502.54) to address the recommendation of GEPA but which GWA anticipates the final change order amount to be negotiated down as some of the additional scope noted in the proposal may or may not be eligible under the USEPA grant conditions; and

WHEREAS, GWA management would like to maintain the "not to exceed" increase funding authority as the cap for any additional work above and beyond what has been discussed with GEPA and what may arise unexpectedly; and

WHEREAS, 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; 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 change order proposal submitted by Giant Construction Corporation are subject to GWA management approval.
3. The CCU hereby approves the Change Order No. 1 in the amount of Five Hundred Forty Six Thousand Five Hundred Two Dollars and Fifty Four Cents ($546,502.54).
4. The CCU hereby further approves the total authorized funding amount of One Million Seven Hundred Ninety Seven Thousand Four Hundred Dollars ($1,797,400.00, PLUS Five Hundred Forty Six Thousand Five Hundred Two Dollars and Fifty Four Cents ($546,502.54) as part of Change Order No. 1, to be Two Million Three Hundred Forty Three Thousand Nine Hundred Two Dollars and Fifty Four Cents ($2,343,902.54).
5. The CCU hereby further approves the funding 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.

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

DULY AND REGULARLY ADOPTED, this 18th day of April 2017.

Certified by: Attested by:

JOSEPH T. DUENAS
Chairperson

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 ENVIRONMENTAL PROTECTION AGENCY
AHENSIAN PRUTEKSION LINA'LA GUAHAN
EDDIE BAZA CALVO
GOVERNOR OF GUAM
RAY TENORIO
LT. GOVERNOR OF GUAM
P.O. BOX 22439 BARRIGADA, GU 96921
EPA.GUAM.GOV

GUAM WATERWORKS AUTHORITY
RECEIVED
BY: TIME:
FEB 15 2017
GENERAL MANAGER'S OFFICE
BETTER WATER, BETTER LIVES
FEB 15 2017

MEMORANDUM

TO: Mr. Miguel Bordallo, P.E.
General Manager
Guam Waterworks Authority
P.O. Box 3010, Hagatana, Guam 96932

FROM: Administrator

Attention: Mr. Clint Huntington, P.E.
Project Manager

SUBJECT; Design-Build of Macheche Sewerline Replacement
GWA Project No. S16-005-EPA

Hafa Adai Mr. Bordallo,

The staff of this Agency reviewed the 90% Design submittals of the above reference project and hereby submits our comment and recommendation.

1. Gravity Main Sewer System

Findings: The slope of the proposed sewer main from Sta. 0+00 (point of connection) to Sta. 13+00 is too steep that does not allow a gravity sewer line serving a majority of residential and commercial establishment within the service area. Macheche village is a major water recharge to the ground water protection zone. There are several good production wells that exists within the service area, and majority of houses area are still using the conventional septic tank and leaching field or cesspool which is no longer allowed for individual disposal sysem. Providing public sewer system to these establishments are crucial in the prevention of potential contamination and to insure the integrity of water quality within the ground lens.

Recommendation: Utilize the minimum sewer gravity slope along the subject area to allow a construction of gravity sewer line serving Macheche Road and the vicinity. A slope of 5% or smaller (min. 0.22 per 10 state standards) extending from the point of connection to Sta. 13+00 will create an invert elevation at Cueto Ave.

approximately 310', and Nandez Ave. 312' allowing customers along those roads to be connected to the public sewer system. Also, a 10-inch force main from Sta. 12+68 to 19+39 can be converted to a 12-inch gravity line allowing customers within the the stations to connect to the public sewer system.

2. Provide 200 feet of sewer line with SMH at both side of Cueto Avenue (East & West) and both side of Nandez Avenue (East and West) to take advantage of deep excavation with bracing at SMH No.4 and at terminal manhole on Station 12+86 during the construction saving costs. These sewer lines must be installed at a minimum slope to allow sewer connection upstream of the service area.

3. For the design flow in the determination of the size of sewer main, the population within the service area including the Capacity of pump stations and service area connected to the new main sewer system and/or currently connected to the existing sewer lines must be considered *.

4. Laterals must be provided to all properties with or without existing buildings along the route of new sewer lines.

Should you have questions or need additional information please contact Mr. Angel Marquez @ 300-4796.

Dangkulo na Si Yu'us Ma'ase

WALTER S. LEON GUERRERO

GIANT CONSTRUCTION CORP.
P.O. Box 9578 Tamuning, Guam 96931
Tel.: (671) 649-6472 • Fax.: (671) 646-3693
E-mail: giantconst@gmail.com

Mar. 27, 2017

4

Guam Waterworks Authority
Mr. Miguel Bordallo PE
General manager
P.O. Box 3010
Hagatna, Guam 96913

Attention : Mr. Thomas Cruz / Chief Engineer

Project : Design-Build of Macheche Sewer Line
GWA S16-005-EPA

Subject : Cost Proposal of Sewer main and manhole lower

No.	Description	Quantity		Amount
A.	Existing Sewer Manhole Additional excavation, Sewer Manhole riser and related work	6 EA	$	92,607.68
B.	Existing Sewer Line Additional excavation and related work	1,286 LF	$	249,275.91
C.	New 8" Gravity Sewer Line stub out (4 places)	120 LF	$	86,889.62
D	New Sewer Manhole Installation Work (On Forcemain Replace line)	2 EA	$	49,785.76
E	10" Focemain Change to 15" gravity Sewer Line	614 LF	$	57,943.57
F	Survey and Design Cost	1 LS	$	10,000.00
	Total Proposal Amount		$	546,502.54

Chung, In Chul
Vice-President

Note : We ask the completion date extension around 6 months to finish the site survey, design and construction for additional work.

Design Build - Macheche Sewer Line Replacement

A. Existing Sewer Manhole Additional excavation, Sewer Manhole riser and related work

1. Sewer manhole No.2 (- 3.32 Ft) (Top 314.75 Inv. 307.09)

a	Additional excavation (3.32 x 11' x 11')	15	CY	$	60.00	$	900.00
b	Backfill	13	CY	$	50.00	$	650.00
c	Disposal	2	CY	$	32.00	$	64.00
d	4' Manhole riser	1	EA	$	1,000.00	$	1,000.00
e	Additional mortar connection and skim coat	6	Bag	$	20.00	$	120.00
f	Boom truck Hauling the manhole riser	3	Hours	$	85.00	$	255.00
g	additional Labor cost	56	Hours	$	25.00	$	1,400.00
h	Additional shoring work (Boom Truck and labor)	1	LS	$	700.00	$	700.00
i	Traffic control	1	LS	$	300.00	$	300.00
j	Additional compaction test fee	1	LS	$	210.00	$	210.00
	Sub - Total					$	5,599.00
	Overhead 18 %					$	1,007.82
	Permit fee, GRT, Bond fee 7.2 %					$	475.69
	Total Amount					**$**	**7,082.51**

2. Sewer manhole No.3 (- 6.5 Ft) (Top 320.90 Inv. 308.58)

a	Additional excavation (6.5 x 11' x 11')	29.5	CY	$	70.00	$	2,065.00
b	Backfill	25	CY	$	60.00	$	1,500.00
c	Disposal	5	CY	$	32.00	$	160.00
d	4' Manhole riser	1	EA	$	1,000.00	$	1,000.00
e	2' Manhole riser	1	EA	$	650.00	$	650.00
f	1' Manhole riser	1	EA	$	300.00	$	300.00
g	Additional mortar skim coat	11	Bag	$	20.00	$	220.00
h	Boom truck Hauling the manhole riser	4	Hours	$	85.00	$	340.00
i	additional Labor cost	96	Hours	$	25.00	$	2,400.00
j	Additional shoring work	1	LS	$	900.00	$	900.00
k	Traffic control	1	LS	$	700.00	$	700.00
l	Additional compaction test fee	1	LS	$	400.00	$	400.00
	Sub - Total					$	10,635.00
	Overhead 18 %					$	1,914.30
	Permit fee, GRT, Bond fee 7.2 %					$	903.55
	Total Amount					**$**	**13,452.85**

3. Sewer manhole No.4 (- 8.16 Ft) (Top 325.70 Inv. 309.74)

a	Additional excavation (8.16 x 11' x 11')	37	CY	$	75.00	$	2,775.00
b	Backfill	31	CY	$	63.00	$	1,953.00
c	Disposal	6	CY	$	32.00	$	192.00
d	4' Manhole riser	2	EA	$	1,000.00	$	2,000.00

e	Additional mortar skim coat	12	Bag	$	20.00	$	240.00
f	Boom truck Hauling the manhole riser	6	Hours	$	85.00	$	510.00
g	additional Labor cost	144	Hours	$	25.00	$	3,600.00
h	Additional shoring work	1	LS	$	1,000.00	$	1,000.00
i	Traffic control	1	LS	$	800.00	$	800.00
j	Additional compaction test fee	1	LS	$	600.00	$	600.00
	Sub - Total					$	13,670.00
	Overhead 22 %					$	3,007.40
	Permit fee, GRT, Bond fee 7.2 %					$	1,200.77
	Total Amount					**$**	**17,878.17**

4. Sewer manhole No.5 (- 9.06 Ft) (Top 328.92 Inv. 311.89)

a	Additional excavation (9.06 x 11' x 11')	41	CY	$	75.00	$	3,075.00
b	Backfill	34.5	CY	$	63.00	$	2,173.50
c	Disposal	6.5	CY	$	32.00	$	208.00
d	4' Manhole riser	2	EA	$	1,000.00	$	2,000.00
e	1' Manhole riser	1	EA	$	300.00	$	300.00
f	Additional mortar skim coat	16	Bag	$	20.00	$	320.00
g	Boom truck Hauling the manhole riser	8	Hours	$	85.00	$	680.00
h	additional Labor cost	144	Hours	$	25.00	$	3,600.00
i	Additional shoring work	1	LS	$	1,000.00	$	1,000.00
j	Traffic control	1	LS	$	800.00	$	800.00
k	Additional compaction test fee	1	LS	$	600.00	$	600.00
	Sub - Total					$	14,756.50
	Overhead 22 %					$	3,246.43
	Permit fee, GRT, Bond fee 7.2 %					$	1,296.21
	Total Amount					**$**	**19,299.14**

5. Sewer manhole No.6 (- 9.8 Ft) (Top 328.93 Inv. 313.70)

a	Additional excavation (9.8 x 11' x 11')	44	CY	$	75.00	$	3,300.00
b	Backfill	37	CY	$	63.00	$	2,331.00
c	Disposal	7	CY	$	32.00	$	224.00
d	4' Manhole riser	2	EA	$	1,000.00	$	2,000.00
e	2' Manhole riser	1	EA	$	650.00	$	650.00
f	Additional mortar skim coat	18	Bag	$	20.00	$	360.00
g	Boom truck Hauling the manhole riser	8	Hours	$	85.00	$	680.00
h	additional Labor cost	144	Hours	$	25.00	$	3,600.00
i	Additional shoring work	1	LS	$	1,000.00	$	1,000.00
j	Traffic control	1	LS	$	800.00	$	800.00
k	Additional compaction test fee	1	LS	$	600.00	$	600.00
	Sub - Total					$	15,545.00
	Overhead 22 %					$	3,419.90

	Permit fee, GRT, Bond fee 7.2 %				$	1,365.47
	Total Amount				**$**	**20,330.37**

6. Sewer manhole No.7 (- 9.0 Ft) (Top 328.93 Inv. 314.56)

a	Additional excavation (9 x 11' x 11')	40.5	CY	$ 70.00	$	2,835.00
b	Backfill	34.3	CY	$ 60.00	$	2,058.00
c	Disposal	6.2	CY	$ 32.00	$	198.40
d	4' Manhole riser	2	EA	$ 1,000.00	$	2,000.00
e	1' Manhole riser	1	EA	$ 300.00	$	300.00
f	Additional mortar skim coat	12	Bag	$ 20.00	$	240.00
g	Boom truck Hauling the manhole riser	4	Hours	$ 85.00	$	340.00
h	Labor cost	144	Hours	$ 25.00	$	3,600.00
i	Additional shoring work	1	LS	$ 1,000.00	$	1,000.00
j	Traffic control	1	LS	$ 800.00	$	800.00
k	Additional compaction test fee	1	LS	$ 600.00	$	600.00
	Sub - Total				$	11,136.40
	Overhead 22 %				$	2,450.01
	Permit fee, GRT, Bond fee 7.2 %				$	978.22
	Total Amount				**$**	**14,564.63**
	Sewer Manhole additional cost total				**$**	**92,607.68**

B. New Sewer Manhole Installation Work

1. New Sewer manhole No.8 (Top 324.20 Inv. 315.40 Depth 8.8 Ft)

a	Excavation (11' x 11' x 10.8')	49	CY	$ 42.00	$	2,058.00
b	Backfill	32	CY	$ 42.00	$	1,344.00
c	Disposal	24	CY	$ 20.00	$	480.00
d	Flowable fill concrete	13	CY	$ 200.00	$	2,600.00
e	Dump truck	16	Hours	$ 60.00	$	960.00
f	Base course	11	SY	$ 33.00	$	363.00
g	Manhole base	1	EA	$ 650.00	$	650.00
h	4' high Manhole riser	2	EA	$ 980.00	$	1,960.00
i	2' Manhole riser	1	EA	$ 650.00	$	650.00
j	3' high cone	1	EA	$ 780.00	$	780.00
k	Sewer manhole frame and cover	1	EA	$ 730.00	$	730.00
l	15" Kor & Seal	2	EA	$ 200.00	$	400.00
m	Concrete and concrete work	2	CY	$ 250.00	$	500.00
n	Collar concrete preparation	1	LS	$ 500.00	$	500.00
o	Traffic control	1	LS	$ 1,200.00	$	1,200.00
p	Asphalt cutting	1	LS	$ 150.00	$	150.00
q	1" Cold mix asphalt	2	Ton	$ 300.00	$	600.00
r	Foreman	12	Hours	$ 28.00	$	336.00
s	Trench box	1	LF	$ 700.00	$	700.00
y	Quikcrete cement	20	Bag	$ 20.00	$	400.00

u	Collar concrete	1	LS	$ 500.00	$	500.00
v	Boom truck	12	Hours	$ 85.00	$	1,020.00
w	Labor cost	1	LS	$ 4,200.00	$	4,200.00
	Sub Total				$	23,081.00
	Overhead, GRT, Building Permit, Bond fee 22 %				$	5,077.82
	Total Amount				$	28,158.82

2. New Sewer manhole No.9 (4.0 Ft) (Top 320.75 Inv. 316.75)

a	Excavation (11' x 11' x 6')	27	CY	$42.00	$1,134.00
b	Backfill	18	CY	$42.00	$756.00
c	Disposal	20	CY	$20.00	$400.00
d	Flowable fill concrete	14	CY	$140.00	$1,960.00
e	Dump truck	12	Hours	$60.00	$720.00
f	Base course	11	SY	$33.00	$363.00
g	Manhole base	1	EA	$650.00	$650.00
h	2' high riser	1	EA	$680.00	$680.00
i	1' Manhole riser	1	EA	$300.00	$300.00
j	3' high cone	1	EA	$780.00	$780.00
k	Sewer manhole frame and cover	1	EA	$730.00	$730.00
l	12" Kor & Seal	2	EA	$100.00	$200.00
m	Concrete and concrete work	2	CY	$250.00	$500.00
n	Collar concrete preparation	1	LS	$500.00	$500.00
o	Traffic control	1	LS	$1,200.00	$1,200.00
p	Asphalt cutting	1	LS	$150.00	$150.00
q	1" Cold mix asphalt	2	Ton	$300.00	$600.00
r	Foreman	8	Hours	$28.00	$224.00
s	Trench box	1	LF	$500.00	$500.00
y	Quikcrete cement	10	Bag	$20.00	$200.00
u	Collar concrete	1	LS	$500.00	$500.00
v	Boom truck	8	Hours	$85.00	$680.00
w	Labor cost	1	LS	$3,500.00	$3,500.00
x	Leakage test	1	LS	$500.00	$500.00
	Sub Total				$ 17,727.00
	GRT, Building Permit, Bond fee 22 %				$ 3,899.94
	Total Amount				$ 21,626.94

New Sewer Manhole Cost Total (2 EA) $ 49,785.76

C. Existing Sewer Line Additional excavation and related work

1 From SMH No. 1 - SMH No. 2 (Additional average depth 2' x 3' W x 240' L)

a	Additional cost pipe change from 12" to 15" SDR-35 PVC pipe	240	LF	$ 5.00	$	1,200.00
b	Additional bedding sand by changing pipe size	240	LF	$ 2.50	$	600.00
c	Additional flowable fill concrete by changing the pipe size	7	CY	$ 200.00	$	1,400.00

d	Excavation additional	66	CY	$	35.00	$	2,310.00
e	Backfill	66	CY	$	32.00	$	2,112.00
f	Additional shoring work	240	LF	$	15.00	$	3,600.00
g	Additional boom truck work	70	Hours	$	85.00	$	5,950.00
h	Additional Labor	400	Hours	$	25.00	$	10,000.00
i	Additional Traffic control	128	Hours	$	20.00	$	2,560.00
j	Additional compaction test fee	1	LS	$	370.00	$	370.00
	Sub - Total					$	30,102.00
	Overhead 20 %					$	6,020.40
	Permit fee, GRT, Bond fee 7.2 %					$	2,600.81
	Total Amount					**$**	**38,723.21**
2	**From SMH No. 2 - SMH No. 3 (Additional average depth 5.0' x 3' W x 230' L)**						
a	Additional cost pipe change from 12" to 15" SDR-35 PVC pipe	230	LF	$	5.00	$	1,150.00
b	Additional bedding sand by changing pipe size	230	LF	$	2.50	$	575.00
c	Additional flowable fill concrete by changing the pipe size	7	CY	$	200.00	$	1,400.00
d	Excavation	140	CY	$	48.00	$	6,720.00
e	Backfill	140	CY	$	42.00	$	5,880.00
f	Additional shoring work	240	LF	$	15.00	$	3,600.00
g	Additional Labor	400	Hours	$	25.00	$	10,000.00
h	Additional Traffic control	128	Hours	$	20.00	$	2,560.00
i	Additional compaction test fee	1	LS	$	370.00	$	370.00
	Sub - Total					$	32,255.00
	Overhead 20 %					$	6,451.00
	Permit fee, GRT, Bond fee 7.2 %					$	2,786.83
	Total Amount					**$**	**41,492.83**
3	**From SMH No. 3 - SMH No. 4 (Additional average depth 7.4' x 3' W x 190' L)**						
a	Additional cost pipe change from 12" to 15" SDR-35 PVC pipe	190	LF	$	5.00	$	950.00
b	Additional bedding sand by changing pipe size	190	LF	$	2.50	$	475.00
c	Additional flowable fill concrete by changing the pipe size	6	CY	$	200.00	$	1,200.00
d	Excavation	158	CY	$	48.00	$	7,584.00
e	Backfill	158	CY	$	42.00	$	6,636.00
f	Additional shoring work	190	LF	$	15.00	$	2,850.00
g	Additional Labor	360	Hours	$	25.00	$	9,000.00
h	Additional Traffic control	116	Hours	$	20.00	$	2,320.00
i	Additional compaction test fee	1	LS	$	370.00	$	370.00
	Sub - Total					$	31,385.00
	Overhead 22 %					$	6,904.70
	Permit fee, GRT, Bond fee 7.2 %					$	2,756.86
	Total Amount					**$**	**41,046.56**

4	**From SMH No. 4 - SMH No. 5 (Additional average depth 8.61' x 3' W x 340' L)**						
a	Additional cost pipe change from 12" to 15" SDR-35 PVC pipe	340	LF	$	5.00	$	1,700.00
b	Additional bedding sand by changing pipe size	340	LF	$	2.50	$	850.00
c	Additional flowable fill concrete by changing the pipe size	10	CY	$	200.00	$	2,000.00
d	Excavation	345	CY	$	50.00	$	17,250.00
e	Backfill	345	CY	$	45.00	$	15,525.00
f	Additional shoring work	340	LF	$	20.00	$	6,800.00
g	Additional Labor	660	Hours	$	25.00	$	16,500.00
h	Additional Traffic control	320	Hours	$	20.00	$	6,400.00
i	Additional compaction test fee	1	LS	$	700.00	$	700.00
	Sub - Total					$	67,725.00
	Overhead 22 %					$	14,899.50
	Permit fee, GRT, Bond fee 7.2 %					$	5,948.96
	Total Amount					**$**	**88,573.46**
5	**From SMH No. 5 - SMH No. 6 (Additional average depth 9.43' x 3' W x 286' L)**						
a	Additional cost pipe change from 12" to 15" SDR-35 PVC pipe	286	LF	$	5.00	$	1,430.00
b	Additional bedding sand by changing pipe size	286	LF	$	2.50	$	715.00
c	Additional flowable fill concrete by changing the pipe size	8	CY	$	200.00	$	1,600.00
d	Excavation	310	CY	$	50.00	$	15,500.00
e	Backfill	310	CY	$	45.00	$	13,950.00
f	Additional shoring work	286	LF	$	20.00	$	5,720.00
g	Additional Labor	550	Hours	$	25.00	$	13,750.00
h	Additional Traffic control	320	Hours	$	20.00	$	6,400.00
i	Additional compaction test fee	1	LS	$	700.00	$	700.00
	Sub - Total					$	59,765.00
	Overhead 22 %					$	13,148.30
	Permit fee, GRT, Bond fee 7.2 %					$	5,249.76
	Total Amount					**$**	**78,163.06**
	Sewer Line additional Excavation Cost Total					**$**	**249,275.91**
6	**Forcemain change to Gravity sewer Line (Additional average depth 6.5' x 2.5' W x 330' L)**						
a	Additional cost pipe change from 10" to 15" SDR-35 PVC pipe	214	LF	$	6.00	$	1,284.00
b	Additional bedding sand by changing pipe size	214	LF	$	2.80	$	599.20
c	Additional flowable fill concrete by changing the pipe size	9	CY	$	200.00	$	1,800.00
d	Excavation	200	CY	$	42.00	$	8,400.00
e	Backfill	200	CY	$	38.00	$	7,600.00
f	Additional shoring work	250	LF	$	8.00	$	2,000.00
g	Additional Labor	160	Hour	$	25.00	$	4,000.00
h	Traffic control (Flag man)	120	Hour	$	20.00	$	2,400.00
	Sub - Total					$	28,083.20
	Overhead 20 %					$	5,616.64

	Permit fee, GRT, Bond fee 7.2 %					$	2,426.39
	Total Amount					**$**	**36,126.23**
7	**Frocemain change to Gravity Sewer Line (Additional average depth 2' x 2.5' W x 300' L)**						
a	Additional cost pipe change from 10" to 15" SDR-35 PVC pipe	300	LF	$	6.00	$	1,800.00
b	Additional bedding sand by changing pipe size	300	LF	$	2.80	$	840.00
c	Additional flowable fill concrete by changing the pipe size	10	CY	$	200.00	$	2,000.00
d	Excavation	56	CY	$	40.00	$	2,240.00
e	Backfill	56	CY	$	30.00	$	1,680.00
f	Additional shoring work	250	LF	$	8.00	$	2,000.00
g	Additional Labor	160	Hour	$	25.00	$	4,000.00
h	Traffic control (Flag man)	120	Hour	$	20.00	$	2,400.00
	Sub - Total					$	16,960.00
	Overhead 20 %					$	3,392.00
	Permit fee, GRT, Bond fee 7.2 %					$	1,465.34
	Total Amount					**$**	**21,817.34**
	Sewer Line additional Excavation Cost Total					**$**	**57,943.57**

D. New 8" Gravity Sewer Line

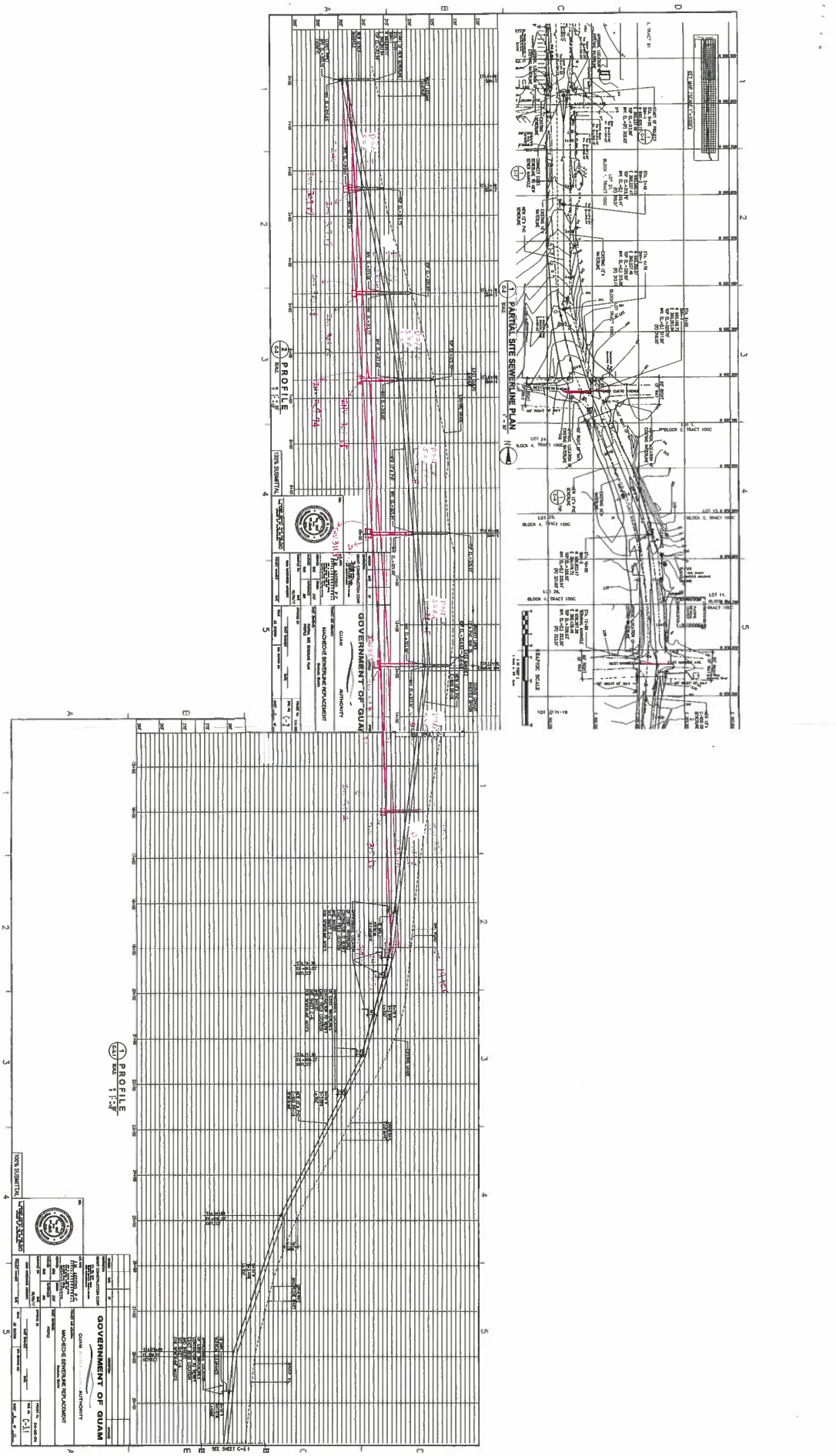
1. 8" Sewer Line East & West Cueto Avenue (Ave. Depth 16.8 Ft Deep)

a	Excavation (17.5' D x 3' W x 60'L)	118	CY	$55.00	$6,490.00
b	Backfill and compaction (16 ' x 3' x 60')	107	CY	$50.00	$5,350.00
c	Disposal of excess materal	15	CY	$25.00	$375.00
d	Bedding sand	15	CY	$40.00	$600.00
e	8" SDR-35 PVC pipe	60	LF	$8.00	$480.00
f	Traffic Control	108	Hours	$20.00	$2,160.00
g	Flowable fill concrete	24	CY	$200.00	$4,800.00
h	Steel plate	60	LF	$10.00	$600.00
i	Compaction test	1	LS	$400.00	$400.00
j	Labor cost	216	Hours	$25.00	$5,400.00
k	Milling	72	SY	$7.00	$504.00
l	3" Thick asphalt paving	72	SY	$42.00	$3,024.00
m	1" Cold mix asphalt	3	Ton	$220.00	$660.00
n	Leakage test	60	LF	$7.00	$420.00
o	Boom truck	30	Hours	$85.00	$2,550.00
p	Asphalt cutting	130	LF	$1.50	$195.00
q	Foreman	24	Hours	$28.00	$672.00
r	Trench box shoring	60	LF	$20.00	$1,200.00
	Sub - Total				$35,880.00
	GRT, Building Permit, Bond fee 22 %				$7,893.60
	Total Amount				**$43,773.60**

3. 8" Sewer Line East & West Nandez Avenue (Ave. Depth 16.2 Ft Deep)

a	Excavation (16.8' D x 3' W x 60'L)	112	CY	$55.00	$6,160.00
b	Backfill and compaction (15 ' x 3' x 60')	100	CY	$50.00	$5,000.00
c	Disposal of excess materal	12	CY	$25.00	$300.00
d	Bedding sand	15	CY	$40.00	$600.00
e	8" SDR-35 PVC pipe	60	LF	$8.00	$480.00
f	Traffic Control	108	Hours	$20.00	$2,160.00
g	Flowable fill concrete	24	CY	$200.00	$4,800.00
h	Steel plate	60	LF	$10.00	$600.00
i	Compaction test	1	LS	$400.00	$400.00
j	Labor cost	216	Hours	$25.00	$5,400.00
k	Milling	72	SY	$7.00	$504.00
l	3" Thick asphalt paving	72	SY	$45.00	$3,240.00
m	1" Cold mix asphalt	3	Ton	$220.00	$660.00
n	Leakage test	60	LF	$7.00	$420.00
o	Boom truck	30	Hours	$85.00	$2,550.00
p	Asphalt cutting	130	LF	$1.50	$195.00
q	Foreman	24	Hours	$28.00	$672.00
r	Trench box shoring	60	LF	$20.00	$1,200.00
	Sub - Total				$35,341.00
	GRT, Building Permit, Bond fee 22 %				$7,775.02
	Total Amount				**$43,116.02**
	New 8" PVC Gravity Sewer Line Cost Total				**$86,889.62**

Chung, In Chul
Vice-President


PARTIAL SITE SEWERLINE PLAN
PROFILE
PROFILE
GOVERNMENT OF GUAM
GOVERNMENT OF GUAM

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: **April 18, 2017**

SUBJECT: **General Manager's Report (Updated)**

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				

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.

John M. Benavente, P.E.

I MINA' TRENTAI KUÅTRO NA LIHESLATURAN GUÅHAN
2017 (FIRST) Regular Session

Bill No. 78 **-34 (** COR **)**

Introduced by: Telena Cruz Nelson
Dennis G. Rodriguez, Jr
Régine Biscoe Lee

AN ACT TO *ADD* NEW §§ 8302.1 AND 8303.1, TO ARTICLE 3 OF CHAPTER 8, GUAM CODE ANNOTATED, AND TO *REPEAL AND REENACT* § 8305 OF ARTICLE 3 OF CHAPTER 8, GUAM CODE ANNOTATED, RELATIVE TO THE ESTABLISHMENT OF THE GUAM RENEWABLE ENERGY TASK FORCE AND THE ADOPTION OF THE GUAM ENERGY ACTION PLAN.

2017 APR 13 PM 5:16

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. A new § 8302.1 is hereby *added* to Article 3 of Chapter 8, Title 12, Guam Code Annotated, to read:

"**§ 8302.1. Further Findings.** *I Liheslaturan Guåhan* further finds that:

(a) Technology for renewable energy has rapidly become more efficient and more affordable in the modern age;

(b) Renewable energy sources are not susceptible to the fluctuating prices that fossil fuels are subject to; and

(c) It would be advantageous to approach the island's renewable energy potential with insight from various experienced stakeholders."

Section 2. A new § 8303.1 is hereby *added* to Article 3 of Chapter 8, Title 12, Guam Code Annotated, to read:

"**§ 8303.1. Adoption of the Guam Energy Task Force Energy Action Plan.** The Guam Energy Task Force Energy Action Plan, created on July 2013 pursuant to Executive Order 2010-15, is hereby adopted as an integral part of alternative energy development for Guam, subject to the provisions of the law, as well as the discretion of the Guam Renewable Energy Task Force."

Section 3. § 8305 of Chapter 8, Title 12, Guam Code Annotated, is hereby *repealed* and *reenacted* to read:

"~~**§ 8305. Coordination, Guam Energy Office.** The Guam Energy Office, in coordination with other appropriate government agencies, shall coordinate the development of conventional energy resources and alternate energy resources outlined in the Ten Year Alternate Energy Plan for Guam, which plan is hereby included as an element of the Comprehensive Development Plan for Guam.~~

§ 8305. Guam Renewable Energy Task Force. There *shall* exist, in coordination with the Consolidated Commission on Utilities, the Guam Power Authority, and *I Liheslaturan Guåhan*, the Guam Renewable Energy Task Force (hereinafter "Task Force").

(a) It is the responsibility of the Task Force to:

(1) Establish an organizational structure to appropriately develop comprehensive, long term renewable energy plans for Guam; and

(2) Make recommendations to:

(A) Minimize the cost for complying with any portion of this article based upon deliberate and factual analysis and study;

(B) Establish mechanisms to maximize the island's renewable energy generation;

(C) Ensure that residential, commercial, and utility scale photovoltaic and solar thermal systems of various sizes are financially viable and cost effective investments on Guam; and

(D) Create renewable energy rebates within the Guam Power Authority.

(b) Upon recommendation, the Commission on Consolidated Utilities and Guam Power Authority *shall* promulgate rules and regulations or adopt policies based on the Task Force's findings.

(c) The Task Force shall report all its findings and recommendations to *I Liheslaturan Guåhan* for consideration.

(d) Initial findings and recommendations of the Task Force shall be submitted by the end of December 2017 to the Consolidated Commission of Utilities, Guam Power Authority, and *I Liheslaturan Guåhan.* After, the Task Force shall submit annual reports to the agencies mentioned on continuing projects of the Task Force.

(e) The Consolidated Commission on Utilities *shall* be tasked with providing resources required for the administration of the Task Force, including but not limited to, providing office space, employee salaries, and compensation for Task Force members.

(f) The Task Force *shall* consist of public and private stakeholders, totaling no more than nine (9) members, including but not limited to:

(1) One (1) representative from the University of Guam Center for Island Sustainability appointed by the president of the University of Guam;

(2) One (1) representative from the National Renewable Energy Laboratory;

(3) The Chairperson of the Committee on Utilities of *I Liheslaturan Guåhan*, or its equivalent;

(4) One (1) representative from an environmental advocacy organization appointed by *I Magalåhen Guåhan*;

(5) The Administrator of the Guam Environmental Protection Agency; and

(6) At least four (4) representatives from the private renewable energy industry on Guam, appointed by *I Magalåhen Guåhan.*

(g) All members *shall* receive compensation equal to one hundred ($100) dollars per meeting they attend. It *shall* be the responsibility of the Consolidated Commission on Utilities to provide the funding for the compensation."

Section 4. Severability. If any provisions of this act are found to be invalid or contrary to law, such invalidity shall not affect other provisions or applications of this act which can be given effect without the valid provisions or application, and to this end the provisions of this act are severable.

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

GUAM POWER AUTHORITY
FINANCIAL STATEMENT OVERVIEW
February 2017

Attached are the financial statements and supporting schedules for the month and fiscal year ended February 28, 2017.

Summary
The decrease in net assets for the month ended was $1.4million as compared to the anticipated net decrease of $1.5 million projected at the beginning of the year. The total kWh sales for the month were 1.25% less than projected and non-fuel revenues were $0.2 million more than the estimated amount. O & M expenses for the month were $4.6 million which was $1.9 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 $4.3 million, which was $0.5 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	1.70	2.14	2
Days in Receivables	34	33	52
Days in Payables	64	33	30
LEAC (Over)/Under Recovery Balance -YTD	$4,893,328	$4,580,247	$4,584,806
T&D Losses	4.68%	4.84%	7.00%
Debt Service Coverage	2.21	2.05	1.75
Long-term equity ratio	19%	19%	30 – 40%
Days in Cash	251	230	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 $77.6 million and approximately $166 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
February 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
February 28, 2017 and September 30, 2016

	Unaudited February 2017	Unaudited 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	$ 14,235,426	$ 16,005,063	$ (1,769,637)
Bond indenture funds	64,501,745	69,821,815	(5,320,070)
Held by Guam Power Authority:			
Bond indenture funds	138,693,246	126,056,805	12,636,441
Self insurance fund-restricted	20,450,293	20,442,578	7,715
Energy sense fund	1,452,388	1,646,041	(193,653)
Total cash and cash equivalents	239,333,098	233,972,302	5,360,796
Accounts receivable, net	31,531,516	65,043,172	(33,511,656)
Total current receivables	31,531,516	65,043,172	(33,511,656)
Materials and supplies inventory	13,953,118	14,624,878	(671,760)
Fuel inventory	36,916,087	31,326,367	5,589,720
Prepaid expenses	5,751,746	753,398	4,998,348
Total current assets	327,485,565	345,720,117	(18,234,552)
Utility plant, at cost:			
Electric plant in service	1,072,647,829	1,038,493,831	34,153,998
Construction work in progress	18,765,175	18,407,877	357,298
Total	1,091,413,004	1,056,901,708	34,511,296
Less: Accumulated depreciation	(546,057,526)	(534,001,129)	(12,056,397)
Total utility plant	545,355,478	522,900,579	22,454,899
Other non-current assets:			
Investment - bond reserve funds held by trustee	48,539,331	48,550,887	(11,556)
Unamortized debt issuance costs	4,488,561	4,646,601	(158,040)
Total other non-current assets	53,027,892	53,197,488	(169,596)
Total assets	925,868,935	921,818,184	4,050,751
Deferred outflow of resources:			
Deferred fuel revenue	4,580,247	1,070,120	3,510,127
Unamortized loss on debt refunding	11,804,260	12,324,400	(520,140)
Pension	7,490,630	7,490,630	0
Unamortized forward delivery contract costs	730,318	796,718	(66,400)
Total deferred outflows of resources	24,605,455	21,681,868	2,923,587
	$ 950,474,390	$ 943,500,052	$ 6,974,338

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statement of Net Position, Continued
February 28, 2017 and September 30, 2016

	Unaudited February 2017	Unaudited 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	11,022,008	25,782,804	(14,760,796)
Others	22,392,986	22,364,991	27,995
Accrued payroll and employees' benefits	1,137,301	1,533,906	(396,605)
Current portion of employees' annual leave	2,496,711	2,405,799	90,912
Interest payable	12,718,850	15,146,696	(2,427,846)
Customer deposits	9,318,208	9,332,016	(13,808)
Total current liabilities	77,603,306	93,418,454	(15,815,148)
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	592,149,063	595,057,778	(2,908,715)
Obligations under capital leases, net of current portion	44,084,850	22,872,720	21,212,130
Net Pension liability	60,635,693	63,293,549	(2,657,856)
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	798,609,508	798,756,299	(146,791)
Deferred inflows of resources:			
Unearned forward delivery contract revenue	2,676,748	2,920,088	(243,340)
Pension	7,694,438	7,694,438	0
Other unearned revenues	2,331,229	0	2,331,229
Total deferred inflows of resources	12,702,415	10,614,526	2,087,889
Commitments and contigencies			
Net Position:			
Net investment in capital assets	5,083,271	6,171,221	(1,087,950)
Restricted	4,651,292	16,005,063	(11,353,771)
Unrestricted	129,427,903	111,952,943	17,474,960
Total net position	139,162,466	134,129,227	5,033,239
	$ 950,474,390	$ 943,500,052	$ 6,974,338

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

	February 28			Five Months Ended February		
	Unaudited 2017	Unaudited 2016	% of change Inc (dec)	Unaudited 2017	Unaudited 2016	% of change Inc (dec)
Revenues						
Sales of electricity	$ 25,204,958	$ 21,522,465	17	$ 126,457,287	$ 130,843,218	(3)
Miscellaneous	(134,257)	499,368	(127)	825,006	1,066,540	(23)
Total	25,070,701	22,021,833	14	127,282,293	131,909,758	(4)
Bad debt expense	(83,333)	(91,667)	(9)	(416,667)	(458,335)	(9)
Total revenues	24,987,368	21,930,166	14	126,865,626	131,451,423	(3)
Operating and maintenance expenses						
Production fuel	12,751,030	9,739,196	31	59,763,817	66,499,690	(10)
Other production	1,322,431	1,184,583	12	6,359,169	5,895,577	8
	14,073,461	10,923,779	29	66,122,986	72,395,267	(9)
Depreciation	4,798,542	3,421,990	40	18,814,427	17,080,334	10
Energy conversion cost	1,709,160	1,445,201	18	7,774,483	7,157,506	9
Transmission & distribution	1,065,646	844,214	26	5,197,063	4,459,507	17
Customer accounting	327,577	629,259	(48)	1,745,636	2,161,831	(19)
Administrative & general	1,949,107	2,469,828	(21)	10,381,411	13,976,934	(26)
Total operating and maintenance expenses	23,923,492	19,734,271	21	110,036,006	117,231,379	(6)
Operating income	1,063,875	2,195,895	(52)	16,829,620	14,220,044	18
Other income (expenses)						
Interest income	69,206	56,514	22	388,945	280,181	39
Interest expense and amortization	(2,876,235)	(2,913,167)	(1)	(14,156,589)	(14,694,537)	(4)
Bond issuance costs	76,827	68,617	12	384,135	343,085	12
Allowance for funds used during construction	314,008	347,602	(10)	1,601,114	1,817,195	(12)
Other expense	(12,600)	(8,829)	43	(25,478)	49,972	(151)
Total other income (expenses)	(2,428,794)	(2,449,263)	(1)	(11,807,873)	(12,204,104)	(3)
Income (loss) before capital contributions	(1,364,919)	(253,368)	439	5,021,747	2,015,940	149
Capital contributions	0	115,403	0	11,488	1,293,364	(99)
Increase (decrease) in net assets	(1,364,919)	(137,965)	889	5,033,235	3,309,304	52
Total net assets at beginning of period (restated)	140,527,379	85,075,044	65	134,129,226	81,627,775	64
Total net assets at end of period	$ 139,162,461	$ 84,937,079	64	$ 139,162,461	$ 84,937,079	64

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statements of Cash Flows
Period Ended February 28, 2017

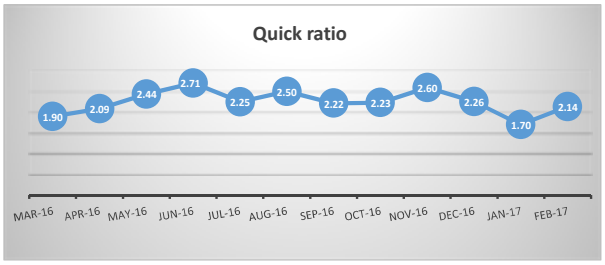
	Month Ended 2/28/2017	YTD Ended 2/28/2017
Increase(decrease) in cash and cash equivalents		
Cash flows from operating activities:		
Cash received from customers	$26,424,290	$ 160,560,181
Cash payments to suppliers and employees for goods and services	34,383,839	119,133,494
Net cash provided by operating activities	($7,959,549)	41,426,687
Cash flows from investing activities:		
Interest and dividends on investments and bank accounts	69,206	388,945
Net cash provided by investing activities	69,206	388,945
Cash flows from non-capital financing activities		
Interest paid on short term debt	(6,314)	(30,088)
Provision for self insurance funds	-	(7,715)
Net cash provided by noncapital financing activities	(6,314)	(37,802)
Cash flows from capital and related financing activities		
Acquisition of utility plant	3,898,222	(41,269,321)
Principal paid on bonds and other long-term debt	-	(115,000)
Interest paid on bonds(net of capitalized interest)	314,008	(12,776,811)
Interest paid on capital lease obligations	(480,202)	(2,176,423)
Interest & principal funds held by trustee	(2,544,930)	1,769,637
Reserve funds held by trustee	(4,337)	11,556
Bond funds held by trustee	103,773	5,320,070
Principal payment on capital lease obligations	(1,875,522)	21,212,130
Grant from DOI/FEMA	-	11,488
Debt issuance costs/loss on defeasance	(225,743)	(1,128,715)
Net cash provided by (used in) capital and related financing activities	(814,731)	(29,141,389)
Net (decrease) increase in cash and cash equivalents	(8,711,388.47)	12,636,441
Cash and cash equivalents, beginning	147,404,634	126,056,805
Cash and cash equivalents-Funds held by GPA, February 28, 2017	**$ 138,693,246**	**$ 138,693,246**

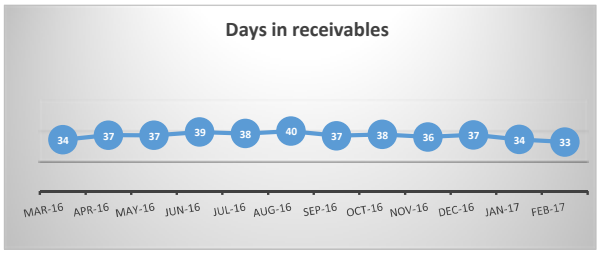
GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statements of Cash Flows, continued
Period Ended February 28, 2017

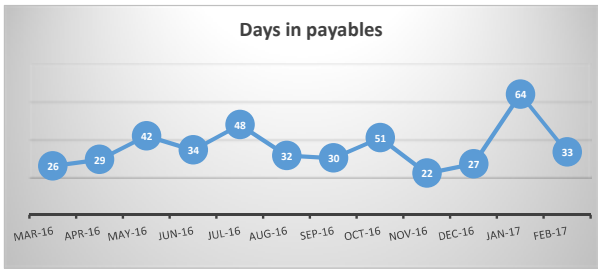
	Month Ended 2/28/2017	YTD Ended 2/28/2017
Reconciliation of operating earnings to net cash provided by operating activities:		
Operating earnings net of depreciation expense and excluding interest income	$1,063,875	$16,829,620
Adjustments to reconcile operating earnings to net cash provided by operating activities:		
Depreciation and amortization	4,798,542	18,814,427
Other expense	64,227	358,657
(Increase) decrease in assets:		
Accounts receivable	1,309,466	33,511,656
Materials and inventory	196,440	671,760
Fuel inventory	9,389,441	(5,589,720)
Prepaid expenses	944,590	(4,998,348)
Unamortized debt issuance cost	31,608	158,040
Deferred fuel revenue	313,043	(3,510,127)
Unamortized loss on debt refunding	104,028	520,140
Unamortized forward delivery contract costs	13,280	66,400
Increase (decrease) in liabilities:		
Accounts payable-operations	(27,965,096)	(14,760,796)
Accounts payable-others	27,965	221,648
Accrued payroll and employees' benefits	45,096	(396,605)
Net pension liability	(472,334)	(2,657,856)
Employees' annual leave	19,202	90,912
Customers deposits	(139,786)	(13,808)
Customer advances for construction	14,303	22,798
Other unearned revenue	2,331,229	2,331,229
Unearned forward delivery contract revenue	(48,668)	(243,340)
Net cash provided by operating activities	**($7,959,549)**	**$41,426,687**

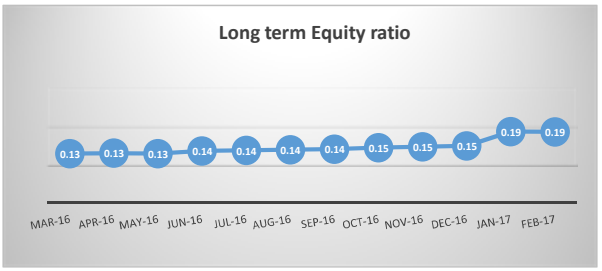
Guam Power Authority
Financial Analysis
February 28, 2017

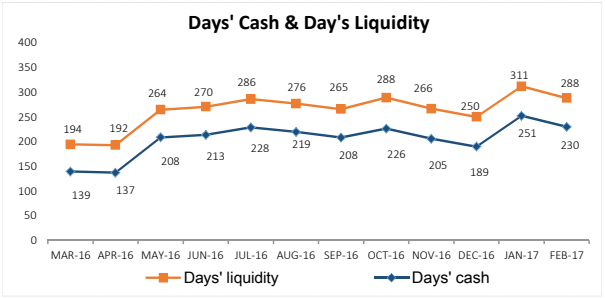
	Quick Ratio		
A	Reserve Funds Held by GPA		138,693,246
B	Current Accounts Receivable		27,101,282
C	Total Cash and A/R (A+B)		165,794,528
D	Total Current Liabilities		77,603,306
E	**Quick Ratio (F/G)**		**2.14**
	Days in Receivables		
A	FY 16 Moving 12 Mos.-Actual		304,568,815
B	No. of Days		366
C	Average Revenues per day (A/B)		832,155
D	Current Accounts Receivable		27,101,282
E	**Days in Receivables (D/C)**		**33**
	Days in Payables		
A	FY 16 Moving 12 Months-Actual		366,291,025
B	No. of Days		366
C	Average Payables per day (A/B)		1,000,795
D	Current Accounts Payables		33,414,994
E	**Days in Payables (D/C)**		**33**
	Long term equity ratio		
A	Equity	$	139,162,465.69
B	Total Long term Liability	$	604,695,248.00
C	Total Equity and liability	$	743,857,713.69
D	**Long term equity ratio (A/C)**		**19%**
	Days cash on hand		
A	Unrestricted cash & cash equivalents		138,693
B	No. of Days -YTD		151
C	A x B		20,942,680
D	Total Operating expenses excluding depreciation		91,222
E	**Days cash on hand**		**230**
	Days' Liquidity		
A	Unrestricted cash , cash equivalents & revolving Credi		173,693
B	No. of Days -YTD		151
C	A x B		26,227,680
D	Total Operating expenses excluding depreciation		91,222
E	**Days liquidity**		**288**











GPA 302
21-Mar-17

GUAM POWER AUTHORITY
ACCRUED REVENUE
FEBRUARY 2017

	FOR THE MONTH ENDED FEBRUARY		FIVE MONTHS ENDED FEBRUARY	
	2017	2016	2017	2016
KWH SALES:				
Residential	35,936,337	34,167,871	199,658,670	189,984,557
Small Gen. Non Demand	6,497,885	6,027,261	33,827,007	31,391,404
Small Gen. Demand	13,890,958	14,874,631	77,006,358	78,115,567
Large General	23,699,969	23,808,449	129,429,842	127,402,378
Independent Power Producer	67,797	123,125	434,198	396,725
Private St. Lights	32,325	49,247	210,613	259,815
Sub-total	80,125,270	79,050,584	440,566,688	427,550,446
Government Service:				
Small Non Demand	996,603	959,493	5,518,121	5,303,450
Small Demand	7,382,544	7,348,858	40,267,151	37,602,365
Large	5,654,767	5,543,670	30,422,936	28,522,689
Street Lighting	707,509	869,623	4,136,157	4,660,914
Sub-total	14,741,423	14,721,643	80,344,365	76,089,417
Total	94,866,692	93,772,227	520,911,054	503,639,863
U. S. Navy	22,750,741	24,710,507	129,656,413	131,251,536
GRAND TOTAL	117,617,433	118,482,734	650,567,466	634,891,399
REVENUE:				
Residential	7,648,484	6,031,139	37,617,654	37,885,555
Small Gen. Non Demand	1,650,380	1,322,917	7,761,068	7,534,419
Small Gen. Demand	3,310,305	3,053,498	16,345,334	17,429,771
Large General	5,066,026	4,484,480	25,098,043	26,380,209
Independent Power Producer	15,045	23,390	88,881	83,791
Private St. Lights	24,793	28,494	131,618	146,396
Sub-total	17,715,032	14,943,918	87,042,598	89,460,142
Government Service:				
Small Non Demand	258,835	229,896	1,339,117	1,366,019
Small Demand	1,819,228	1,622,883	9,072,491	9,039,654
Large	1,331,459	1,187,244	6,611,727	6,614,197
Street Lighting	447,721	432,682	2,297,401	2,289,161
Sub-total	3,857,244	3,472,705	19,320,736	19,309,030
Total	21,572,276	18,416,623	106,363,333	108,769,172
U. S. Navy	3,632,683	3,105,842	20,093,955	22,074,046
GRAND TOTAL	25,204,958	21,522,465	126,457,288	130,843,218
NUMBER OF CUSTOMERS:				
Residential	43,647	43,236	43,454	42,915
Small Gen. Non Demand	4,119	4,058	4,099	4,023
Small Gen. Demand	992	1,004	991	1,018
Large General	116	116	115	116
Independent Power Producer	3	3	3	3
Private St. Lights	527	536	526	535
Sub-total	49,404	48,953	49,189	48,609
Government Service:				
Small Non Demand	682	683	689	686
Small Demand	347	338	345	331
Large	45	45	45	43
Street Lighting	271	160	177	163
Sub-total	1,345	1,226	1,256	1,224
Total	50,749	50,179	50,444	49,833
US Navy	1	1	1	1
	50,750	50,180	50,445	49,834

GPA403
21-Mar-17

GUAM POWER AUTHORITY
ACCRUED REVENUE

	TWELVE MONTHS ENDED	FEBRUARY 2017	JANUARY 2017	DECEMBER 2016	NOVEMBER 2016	OCTOBER 2016	SEPTEMBER 2016	AUGUST 2016	JULY 2016	JUNE 2016	MAY 2016	APRIL 2016	MARCH 2016
KWH SALES:													
Residential	496,696,673	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	38,724,045
Small General Non Demand	82,719,671	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	6,643,435
Small General Demand	189,477,916	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	15,655,021
Large General	310,862,342	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	25,281,406
Private Outdoor Lighting	580,542	32,325	36,736	39,997	52,271	49,285	56,235	48,857	55,391	52,548	50,329	53,670	52,898
Independent Power Producer	805,354	67,797	92,493	96,065	87,525	90,319	62,052	87,741	30,869	58,806	74,939	64,373	-7,624
Sub-Total	1,081,142,497	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	86,349,181
Government Service:													
Small Non Demand	13,642,936	996,603	1,079,470	1,121,641	1,122,985	1,197,422	1,164,666	1,172,055	1,218,659	1,204,202	1,174,961	1,105,215	1,085,055
Small Demand	95,967,782	7,382,544	7,897,069	8,060,205	8,436,888	8,490,446	7,858,530	8,136,012	8,100,561	7,757,551	8,192,526	7,739,650	7,915,800
Large	71,955,350	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	5,861,708
Street Lighting (Agencies)	10,819,924	707,509	539,658	994,072	997,687	897,232	995,613	902,990	932,581	901,159	994,816	957,681	998,928
Sub-Total	192,385,992	14,741,423	15,549,052	16,414,534	16,652,169	16,987,187	15,822,957	16,400,363	16,213,237	15,753,012	16,343,026	15,647,542	15,861,491
Total	1,273,528,489	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	102,210,671
U.S. Navy	316,487,650	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	26,723,828
Grand Total	1,590,016,138	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	128,934,499
REVENUE:													
Residential	91,789,459	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	8,166,754	7,344,934	7,103,669
Small General Non Demand	18,617,603	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	1,484,401
Small General Demand	39,417,520	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	3,243,586
Large General	59,505,118	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	4,829,239
Private Outdoor Lighting	330,355	24,793	25,546	25,575	27,645	28,060	28,980	27,331	28,750	28,526	27,838	28,916	28,395
Independent Power Producer	165,557	15,045	18,807	19,759	16,793	18,478	13,572	17,553	6,353	12,907	14,112	12,767	-589
Sub-Total	209,825,611	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	16,688,702
Government Service:													
Small Non Demand	3,272,557	258,835	258,411	268,979	268,355	284,537	277,519	277,379	289,886	287,100	280,970	264,751	255,836
Small Demand	21,356,989	1,819,228	1,746,554	1,798,184	1,851,599	1,856,926	1,746,819	1,760,715	1,786,074	1,733,527	1,783,792	1,733,876	1,739,694
Large	15,450,847	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	1,258,310
Street Lighting (Agencies)	5,391,495	447,721	351,576	548,266	512,699	437,139	431,835	437,775	441,692	436,404	450,507	444,854	451,027
Sub-Total	45,471,888	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	3,704,866
Total	255,297,499	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	20,393,568
U.S. Navy	47,213,323	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	3,399,739
Grand Total	302,510,822	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	23,793,307
NUMBER OF CUSTOMERS:													
Residential	43,454	43,647	43,710	43,582	43,594	43,487	43,408	43,483	43,322	43,333	43,405	43,221	43,250
Small General Non Demand	4,099	4,119	4,127	4,125	4,110	4,114	4,092	4,121	4,090	4,087	4,087	4,055	4,065
Small General Demand	991	992	994	991	980	985	987	991	988	991	999	996	1,003
Large General	115	116	116	116	116	115	116	115	114	114	115	116	115
Private Outdoor Lighting	526	527	525	517	519	526	525	525	528	528	526	536	534
Independent Power Producer	3	3	3	3	3	3	3	3	3	3	2	4	3
Sub-Total	49,189	49,404	49,475	49,334	49,322	49,230	49,131	49,238	49,045	49,056	49,134	48,928	48,970
Government Service:													
Small Non Demand	689	682	684	680	683	684	696	693	695	699	685	689	696
Small Demand	345	347	347	346	346	345	348	347	346	344	340	340	339
Large	45	45	45	45	45	45	45	45	45	45	45	45	45
Street Lighting (Agencies)	177	271	211	205	155	155	163	162	161	161	160	160	161
Sub-Total	1,256	1,345	1,287	1,276	1,229	1,229	1,252	1,247	1,247	1,249	1,230	1,234	1,241
Total	50,444	50,749	50,762	50,610	50,551	50,459	50,383	50,485	50,292	50,305	50,364	50,162	50,211
U.S. Navy	1	1	1	1	1	1	1	1	1	1	1	1	1
Grand Total	50,445	50,750	50,763	50,611	50,552	50,460	50,384	50,486	50,293	50,306	50,365	50,163	50,212

GPA303

GUAM POWER AUTHORITY
ACCRUED REVENUE
FEBRUARY 2017

RATE	NUMBER OF CUSTOMERS	KWH SALES	TOTAL REVENUE AMOUNT	BASE RATE REVENUE C/KWH	BASE RATE REVENUE C/KWH	BASE RATE REVENUE AMOUNT	AVERAGE PER CUSTOMER KWH	AVERAGE PER CUSTOMER REVENUE	NON-FUEL C/KWH	NON-FUEL AMOUNT	New Leac $ 0.1051 FUEL C/KWH	Old Leac $ 0.08661 FUEL AMOUNT
Month												
R Residential	43,647	35,936,337	$ 7,648,484	$ 21.28	$ 21.28	$ 7,648,484	823	$ 175.24	$ 9.84771	$ 3,538,907	$ 11.4357	$ 4,109,577
G Small Gen. Non Demand	4,119	6,497,885	$ 1,650,380	$ 25.40	$ 25.40	$ 1,650,380	1,578	$ 400.67	$ 14.01478	$ 910,664	$ 11.3839	$ 739,715
J Small Gen. Demand	992	13,890,958	$ 3,310,305	$ 23.83	$ 23.83	$ 3,310,305	14,003	$ 3,337.00	$ 12.53810	$ 1,741,662	$ 11.2925	$ 1,568,643
P Large General	116	23,699,969	$ 5,066,026	$ 21.38	$ 21.38	$ 5,066,026	204,310	$ 43,672.64	$ 10.74792	$ 2,547,254	$ 10.6277	$ 2,518,772
I Independent Power Producer	3	67,797	$ 15,045	$ 22.19	$ 22.19	$ 15,045	22,599	$ 5,014.90	$ 12.02294	$ 8,151	$ 10.1680	$ 6,894
H Private St. Lights	527	32,325	$ 24,793	$ 76.70	$ 76.70	$ 24,793	61	$ 47.05	$ 66.19396	$ 21,397	$ 10.5051	$ 3,396
Sub-Total	49,404	80,125,270	$ 17,715,032	$ 22.11	$ 22.11	$ 17,715,032	1,622	$ 358.57	$ 10.94291	$ 8,768,035	$ 11.1663	$ 8,946,997
Government Service:												
S Small Non Demand	682	996,603	$ 258,835	$ 25.97	$ 25.97	$ 258,835	1,461	$ 379.52	$ 15.46665	$ 154,141	$ 10.5051	$ 104,694
K Small Demand	347	7,382,544	$ 1,819,228	$ 24.64	$ 24.64	$ 1,819,228	21,275	$ 5,242.73	$ 14.13720	$ 1,043,685	$ 10.5051	$ 775,544
L Large	45	5,654,767	$ 1,331,459	$ 23.55	$ 23.55	$ 1,331,459	125,661	$ 29,587.97	$ 13.15998	$ 744,166	$ 10.3858	$ 587,292
F Street Lighting (Agencies)	271	707,509	$ 447,721	$ 63.28	$ 63.28	$ 447,721	2,611	$ 1,652.11	$ 52.77629	$ 373,397	$ 10.5051	$ 74,324
Sub-Total	1,345	14,741,423	$ 3,857,244	$ 26.17	$ 26.17	$ 3,857,244	10,960	$ 2,867.84	$ 15.70669	$ 2,315,389	$ 10.4593	$ 1,541,855
Civilian Customers	50,749	94,866,692	$ 21,572,276	$ 22.74	$ 22.74	$ 21,572,276	1,869	$ 425.08	$ 11.68316	$ 11,083,424	$ 11.0564	$ 10,488,852
U.S. Navy	1	22,750,741	$ 3,632,683	$ 15.97	$ 15.97	$ 3,632,683			$ 6.02324	$ 1,370,332	$ 9.9441	$ 2,262,351
TOTAL	50,750	117,617,433	$ 25,204,958	$ 21.43	$ 21.43	$ 25,204,958	2,318	$ 496.65	$ 10.58836	$ 12,453,756	$ 10.8413	$ 12,751,203
Five Month Ended February 2017												
R Residential	43,454	199,658,670	$ 37,617,654	$ 18.84	$ 18.84	$ 37,617,654	4,595	$ 865.70	$ 9.68032	$ 19,327,595	$ 9.1607	$ 18,290,060
G Small Gen. Non Demand	4,099	33,827,007	$ 7,761,068	$ 22.94	$ 22.94	$ 7,761,068	8,252	$ 1,893.25	$ 13.75911	$ 4,654,295	$ 9.1843	$ 3,106,773
J Small Gen. Demand	991	77,006,358	$ 16,345,334	$ 21.23	$ 21.23	$ 16,345,334	77,673	$ 16,486.85	$ 12.08778	$ 9,308,357	$ 9.1382	$ 7,036,976
P Large General	115	129,429,842	$ 25,098,043	$ 19.39	$ 19.39	$ 25,098,043	1,122,224	$ 217,613.09	$ 10.33754	$ 13,379,864	$ 9.0537	$ 11,718,179
I Independent Power Producer	3	434,198	$ 88,881	$ -	$ -	$ 88,881	-	$ -	$ -	$ 49,343	$ -	$ 39,538
H Private St. Lights	526	210,613	$ 131,618	$ 62.49	$ 62.49	$ 131,618	400	$ 250.07	$ 53.54850	$ 112,780	$ 8.9443	$ 18,838
Sub-Total	49,189	440,566,688	$ 87,042,598	$ 19.76	$ 19.76	$ 87,042,598	8,957	$ 1,769.56	$ 10.63000	$ 46,832,234	$ 9.1270	$ 40,210,364
Government Service:												
S Small Non Demand	689	5,518,121	$ 1,339,117	$ 24.27	$ 24.27	$ 1,339,117	8,011	$ 1,944.04	$ 15.27332	$ 842,800	$ 8.9943	$ 496,316
K Small Demand	345	40,267,151	$ 9,072,491	$ 22.53	$ 22.53	$ 9,072,491	116,858	$ 26,328.87	$ 13.53141	$ 5,448,713	$ 8.9993	$ 3,623,778
L Large	45	30,422,936	$ 6,611,727	$ 21.73	$ 21.73	$ 6,611,727	676,065	$ 146,927.26	$ 12.67739	$ 3,856,835	$ 9.0553	$ 2,754,892
F Street Lighting (Agencies)	177	4,136,157	$ 2,297,401	$ 55.54	$ 55.54	$ 2,297,401	23,357	$ 12,973.56	$ 46.56764	$ 1,926,111	$ 8.9767	$ 371,290
Sub-Total	1,256	80,344,365	$ 19,320,736	$ 24.05	$ 24.05	$ 19,320,736	63,994	$ 15,388.88	$ 15.02838	$ 12,074,459	$ 9.0190	$ 7,246,277
Civilian Customers	50,444	520,911,054	$ 106,363,333			$ 106,363,333	10,326	$ 2,108.53		$ 58,906,693		$ 47,456,640
U.S. Navy	1	129,656,413	$ 20,093,955	$ 15.50	$ 15.50	$ 20,093,955			$ 6.00570	$ 7,786,778	$ 9.4921	$ 12,307,177
TOTAL	50,445	650,567,466	$ 126,457,288	$ 19.44	$ 19.44	$ 126,457,288	12,896	$ 2,506.81	$ 10.25158	$ 66,693,471	$ 9.1864	$ 59,763,817
Twelve Months Ended February 2017												
R Residential	43,454	496,696,673	$ 91,789,459	$ 18.48	$ 18.48	$ 91,789,459	11,431	$ 2,112.36	$ 9.61795	$ 47,772,047	$ 8.8620	$ 44,017,412
G Small Gen. Non Demand	4,099	82,719,671	$ 18,617,603	$ 22.51	$ 22.51	$ 18,617,603	20,179	$ 4,541.62	$ 13.63169	$ 11,276,090	$ 8.8752	$ 7,341,513
J Small Gen. Demand	991	189,477,916	$ 39,417,520	$ 20.80	$ 20.80	$ 39,417,520	191,118	$ 39,758.78	$ 11.95041	$ 22,643,395	$ 8.8528	$ 16,774,124
P Large General	115	310,862,342	$ 59,505,118	$ 19.14	$ 19.14	$ 59,505,118	2,695,338	$ 515,940.33	$ 10.34174	$ 32,148,562	$ 8.8002	$ 27,356,556
I Independent Power Producer	3	805,354	$ 165,557	$ 20.56	$ 20.56	$ 165,557	268,451	$ 55,185.62	$ 11.81302	$ 95,137	$ 8.7440	$ 70,420
H Private St. Lights	526	580,542	$ 330,355	$ 56.90	$ 56.90	$ 330,355	1,103	$ 627.65	$ 48.14065	$ 279,477	$ 8.7640	$ 50,879
Sub-Total	49,189	1,081,142,497	$ 209,825,611	$ 19.41	$ 19.41	$ 209,825,611	21,979	$ 4,265.71	$ 10.56426	$ 114,214,707	$ 8.8435	$ 95,610,904
Government Service:												
S Small Non Demand	689	13,642,936	$ 3,272,557	$ 23.99	$ 23.99	$ 3,272,557	19,806	$ 4,750.87	$ 15.19120	$ 2,072,526	$ 8.7960	$ 1,200,031
K Small Demand	345	95,967,782	$ 21,356,989	$ 22.25	$ 22.25	$ 21,356,989	278,504	$ 61,979.17	$ 13.45119	$ 12,908,812	$ 8.8031	$ 8,448,177
L Large	45	71,955,350	$ 15,450,847	$ 21.47	$ 21.47	$ 15,450,847	1,599,008	$ 343,352.16	$ 12.70273	$ 9,140,292	$ 8.7701	$ 6,310,555
F Street Lighting (Agencies)	177	10,819,924	$ 5,391,495	$ 49.83	$ 49.83	$ 5,391,495	61,101	$ 30,446.09	$ 41.04746	$ 4,441,304	$ 8.7819	$ 950,191
Sub-Total	1,256	192,385,992	$ 45,471,888	$ 23.64	$ 23.64	$ 45,471,888	153,235	$ 36,218.15	$ 14.84668	$ 28,562,934	$ 8.7891	$ 16,908,954
Civilian Customers	50,444	1,273,528,489	$ 255,297,499	$ 20.05	$ 20.05	$ 255,297,499	25,246	$ 40,483.86	$ 11.21119	$ 142,777,641	$ 8.8353	$ 112,519,858
U.S. Navy	1	316,487,650	$ 47,213,323	$ 14.92	$ 14.92	$ 47,213,323			$ 6.13522	$ 19,417,198	$ 8.7827	$ 27,796,125
TOTAL	50,445	1,590,016,138	$ 302,510,822	$ 19.03	$ 19.03	$ 302,510,822	31,520	$ 5,996.79	$ 10.20083	$ 162,194,839	$ 8.8248	$ 140,315,983

GPA-318 **ENERGY ACCOUNT** **FOR INTERNAL USE ONLY**

318Feb17 **FY 2017 Versus FY 2016**

	February 2017		February 2016		Y T D 2017		Y T D 2016		MOVING TWELVE MONTHS	
Gross Generation										
Number of days in Period	**28**		**29**		**31**		**31**		**365**	
Peak demand	**246**		**234**		**252**		**251**		**258**	
Date	**02/27/17**		**02/25/16**		**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	58,596,000		42,272,000		328,374,000		273,362,000		695,299,000	
Cabras No. 3	0		0		0		0		0	
Cabras No. 4	0		0		0		0		0	
MEC (ENRON) Piti 8 (IPP)	26,974,100		26,343,900		139,541,400		107,362,350		313,791,400	
MEC (ENRON) Piti 9 (IPP)	27,929,300		22,612,000		134,194,400		137,980,100		310,751,500	
TEMES Piti 7 (IPP)	1,987,690		7,869,692		3,922,984		49,499,963		51,905,174	
Tanguisson 2	0		0		0		0		0	
Tanguisson 1	0		0		0		0		0	
Diesels/CT's & Others:							0			
MDI 10MW	409,341		349,301		1,937,833		4,599,051		8,123,256	
NRG Solar Dandan	3,071,715		4,161,250		16,913,229		20,077,052		46,386,504	
Dededo CT #1	0		0		0		0		0	
Dededo CT #2	11,464		0		11,464		0		11,464	
Macheche CT	4,375,860		4,658,038		9,445,103		27,182,822		32,896,956	
Yigo CT (Leased)	1,149,462		2,185,107		13,113,869		28,716,116		32,803,247	
Tenjo	2,723,340		3,879,710		10,786,160		24,893,000		33,811,349	
Talofofo 10 MW	949,150		497,070		3,549,180		4,547,460		10,210,653	
Aggreko	3,045,998		13,976,402		53,609,938		19,199,112		202,503,008	
Wind Turbine*	44,679		73,378		267,324		114,224		534,379	
Orote	0		0		0		0		0	
Marbo	0		0		0		0		0	
	131,268,099		**128,877,849**		**715,666,884**		**697,533,251**		**1,739,027,888**	
Ratio to last year		101.85		107.16		102.60		**99.67**		**102.07**
Station use	5,381,525		4,852,617		28,900,995		29,033,160		64,819,623	
Ratio to gross generation		4.10		3.77		4.04		4.16		**3.73**
Net send out	125,886,573		124,025,232		686,765,890		668,500,091		1,674,208,265	
Ratio to last year		101.50		108.05		102.73		**100.58**		**102.91**
KWH deliveries:										
Sales to Navy (@34.5kv)	**22,750,741**		**24,710,507**		**129,656,414**		131,251,535		**316,487,650**	
Ratio to last year		92.07		108.12		98.78		**99.30**		**100.01**
GPA-metered	**103,135,832**		**99,314,725**		**557,109,476**		**537,248,556**		**1,357,720,615**	
Ratio to last year		103.85		108.04		103.70		**100.90**		**103.62**
Power factor adj.	0		0		0		0		0	
Adjusted	103,135,832		99,314,725		557,109,476		537,248,556		1,357,720,615	
GPA KWH Accountability:										
Sales to civilian customers-accrual basis	**94,866,692**		**93,772,227**		**520,911,054**		**503,639,863**		**1,273,528,488**	
Ratio to last year		101.17		109.62		103.43		**101.30**		**103.65**
GPA use-KWH	233,091		272,658		1,265,936		1,348,706		3,239,072	
Unaccounted For	8,036,049		5,269,840		34,932,485		32,259,987		80,953,055	
Ratio to deliveries		7.79		5.31		6.27		6.00		5.96
Ratio to Gross Generation		6.12		4.09		4.88		4.62		4.66
Ratio to Net Send Out		6.38		4.25		5.09		4.83		4.84

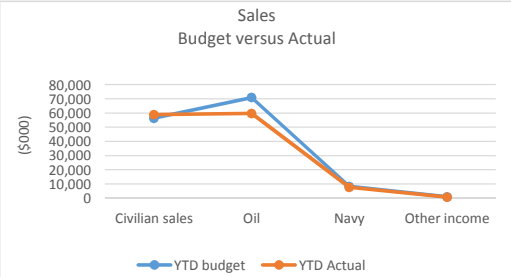
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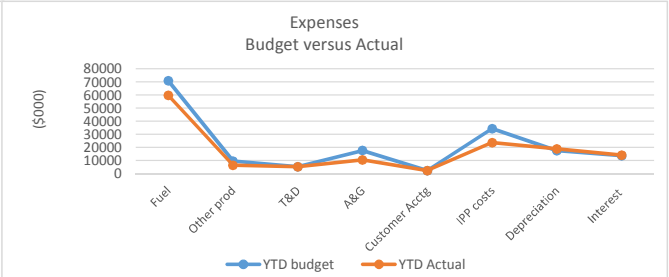
Guam Power Authority
Fuel Consumption
FY 2017

Description	February 2017 BARRELS	February 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	158,527	$8,554,091	802,225	$ 39,532,503	1,570,405	$ 66,155,900
Diesel	29,775	$2,190,164	183,845	$ 12,507,165	737,035	$ 45,495,123
Low Sulfur	12,916	$683,083	109,207	$ 5,697,708	405,605	$ 20,380,306
Deferred Fuel Costs	0	$313,043	0	$ (3,510,128)	0	$ (6,535,938)
Fuel Adjustments	0	$159,877		$ 159,877	0	$ 243,026
Fuel Handling Costs	0	$850,773	0	$ 5,376,691	0	$ 13,865,636
	201,218	**$12,751,030**	**1,095,277**	**$ 59,763,817**	**2,713,045**	**$ 139,604,054**
IWPS:						
GPA RFO	158,527	$8,554,091	802,225	$ 39,532,503	1,570,405	$ 66,155,900
Diesel	29,775	$2,190,164	183,845	$ 12,507,165	737,035	$ 45,495,123
Low Sulfur	12,916	$683,083	109,207	$ 5,697,708	405,605	$ 20,380,306
Deferred Fuel Costs	0	$313,043	0	$ (3,510,128)	0	$ (6,535,938)
Fuel Variance	0	$159,877	0	$ 159,877		$ 243,026
Fuel Handling Costs	0	$850,773	0	$ 5,376,691	0	$ 13,865,636
	201,218	**$12,751,030**	**1,095,277**	**$ 59,763,817**	**2,713,045**	**$ 139,604,054**
AVERAGE COST/Bbl.						
GPA RFO		**$53.96**		**$49.28**		**$42.13**
Diesel		**$73.56**		**$68.03**		**$61.73**
Low Sulfur		**$52.89**		**$52.17**		**$50.25**
AS BURNED						
Cabras 1 & 2						
RFO	89,384	$ 4,823,153	474,705	$ 23,364,726	874,756	$ 37,363,283
Low Sulfur	7,902	$ 417,897	67,433	$ 3,516,176	261,589	$ 13,149,646
Diesel	507	$ 32,276	828	$ 51,841	1,802	$ 116,467
	97,793	$ 5,273,326	542,965	$ 26,932,743	1,138,147	$ 50,629,396
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	69,143	$ 3,730,937	327,520	$ 16,167,777	695,649	$ 28,792,616
Low Sulfur	5,014	$ 265,186	41,775	$ 2,181,532	144,016	$ 7,230,660
Diesel	0	$ -	0	$ -	94	$ 14,092
	74,157	$ 3,996,123	369,294	$ 18,349,309	839,759	$ 36,037,369
Diesel & CT's - GPA:						
MDI Dsl	649	$ 42,887	3,094	$ 194,916	14,442	$ 851,437
Macheche CT	9,517	$ 701,042	20,293	$ 1,428,322	73,475	$ 4,332,488
Yigo CT	2,451	$ 179,332	28,050	$ 1,894,534	69,469	$ 4,421,342
Talofofo 10 MW	1,517	$ 111,068	5,668	$ 385,865	15,898	$ 983,383
Aggreko	5,518	$ 405,996	96,699	$ 6,476,660	366,710	$ 22,486,856
Tenjo	4,703	$ 359,716	18,670	$ 1,316,588	58,400	$ 3,705,700
TEMES (IPP)	4,626	$ 335,623	9,577	$ 671,716	132,520	$ 8,127,059
GWA Generators	34	$ 4,014	108	$ 12,778	3,368	$ 382,354
	29,268	$ 2,157,888	183,017	$ 12,455,325	735,139	$ 45,364,564
Deferred Fuel Costs	0	$ 313,043		$ (3,510,128)		$ (6,535,938)
Adjustment		$ 159,877		$ 159,877		$ 243,026
Fuel Handling Costs	0	$ 850,773		$ 5,376,691		$ 13,865,636
TOTAL	**201,218**	**$ 12,751,030**	**1,095,277**	**$ 59,763,817**	**2,713,045**	**$ 139,604,054**

Statement of operations
Comparison-Budget versus Actual
For the month and year to date ended February 28, 2017

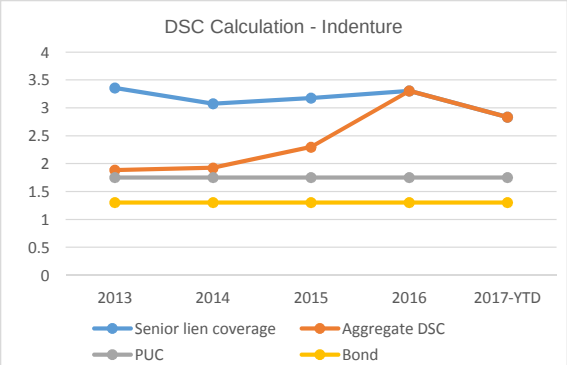
	Budget	Actual February-17	Variance	YTD Budget	YTD Actual	Variance
KwH Sales-Civilian	98,169	94,867	3,302	500,990	520,911	(19,921)
Non-fuel yield	$ 0.113920	$ 0.116827	$ (0.002906)	$ 0.112619	$ 0.113083	$ (0.000464)
KwH Sales-Navy	25,512	22,751	2,761	136,131	129,656	6,475
Non-fuel yield	$ 0.061275	$ 0.060217	$ 0.001058	$ 0.061275	$ 0.060059	$ 0.001216
Operating revenue						
Civilian sales	10,663	11,083	(420)	56,421	58,906	(2,485)
Oil	15,460	12,751	2,709	70,944	59,763	11,181
Navy	1,563	1,370	193	8,341	7,787	554
Other income	217	(134)	351	1,083	825	258
	27,903	25,070	2,834	136,789	127,281	9,508
Bad debts expense	83	83	0	417	417	0
Total operating revenues	27,820	24,986	2,834	136,373	126,864	9,508
Operating expenses:						
Production fuel	15,460	12,751	2,709	70,944	59,764	11,180
O & M expenses:						
Other production	1,908	1,322	586	9,451	6,359	3,092
Transmission distribution	1,000	1,066	(66)	5,282	5,197	84
Administrative expense	3,105	1,949	1,156	17,570	10,381	7,188
Customer accounting	520	328	193	1,891	1,746	146
	6,533	4,665	1,868	34,193	23,683	10,510
IPP costs	1,486	1,709	(223)	7,431	7,774	(343)
Depreciation	3,484	4,799	(1,315)	17,418	18,814	(1,396)
	26,964	23,923	3,040	129,987	110,036	19,951
Operating income	856	1,063	(206)	6,386	16,828	(10,442)
Other revenue (expenses):						
Investment income	115	69	46	577	389	188
Interest expense	(2,735)	(2,876)	141	(13,675)	(14,157)	481
AFUDC	118	314	(196)	592	1,601	(1,009)
Bond issuance costs/Other expenses	127	64	63	634	359	276
Net income before capital contribution	(1,518)	(1,366)	(153)	(5,487)	5,020	(10,508)
Grants from the U.S. Government	-	-	-	-	11	(11)
Increase (decrease) in net assets	(1,518)	(1,366)	(153)	(5,487)	5,032	(10,520)

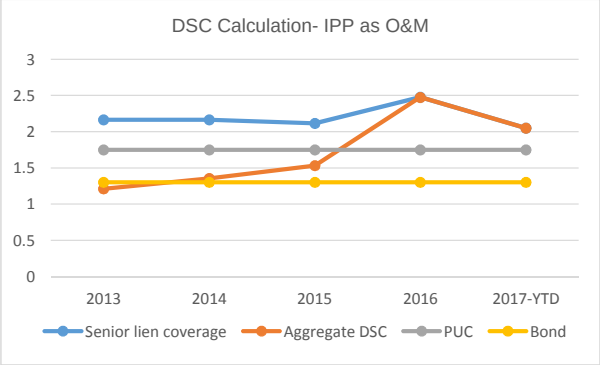




Guam Power Authority
Debt service coverage
February 28, 2017

	2013	2014	2015	2016		YTD 2/28/2017
Operating revenues						
Sales	449,029	434,462	366,185	306,896		126,456
Miscellaneous	2,927	2,156	4,775	2,294		825
Total revenues	451,956	436,618	370,960	309,190		127,281
Bad debts expense	1,223	178	959	990		417
Total operating revenues	450,733	436,440	370,001	308,200		126,864
Operating expenses						
Production fuel	295,473	271,175	204,136	146,340		59,764
Other production	22,009	19,305	20,079	15,789		6,359
Energy conversion costs	20,264	20,632	18,404	16,800		7,774
Transmission and distribution	13,368	12,950	11,170	10,721		5,197
Customer accounting	3,878	3,821	3,780	4,502		1,746
Admin and General	31,589	28,393	21,908	28,846		10,381
Total Expenses	386,581	356,276	279,477	222,998		91,222
Operating income	64,152	80,164	90,524	85,202	0	35,643
Interest/Other income (expenses)	720	157	256	-1,188		102
Debt service and lease payments						
IPP lease payments	23,084	23,084	26,622	20,790		8,665
Capital lease payments-Aggreko	0	0	0	0		1,246
2014 bonds	0	0	0	10		2,120
2012 bonds	16,309	17,455	17,096	17,098		7,154
2010 senior bonds	2,997	7,999	7,999	7,999		3,335
2010 subordinate	15,163	15,193	9,605	0		0
Total Debt service-bonds	34,469	40,647	34,700	25,106	0	12,608
Total Debt service and capital lease	57,553	63,731	61,322	45,896		22,519
Debt service coverage (DSC) calculation-indenture						
Senior lien coverage	3.36	3.16	3.62	3.35		2.84
Aggregate debt service coverage	1.88	1.98	2.62	3.35		2.84
Debt service coverage (DSC) calculation-IPP as O&M						
Senior lien coverage	2.16	2.25	2.56	2.52		2.05
Aggregate debt service coverage	1.21	1.41	1.85	2.52		2.05

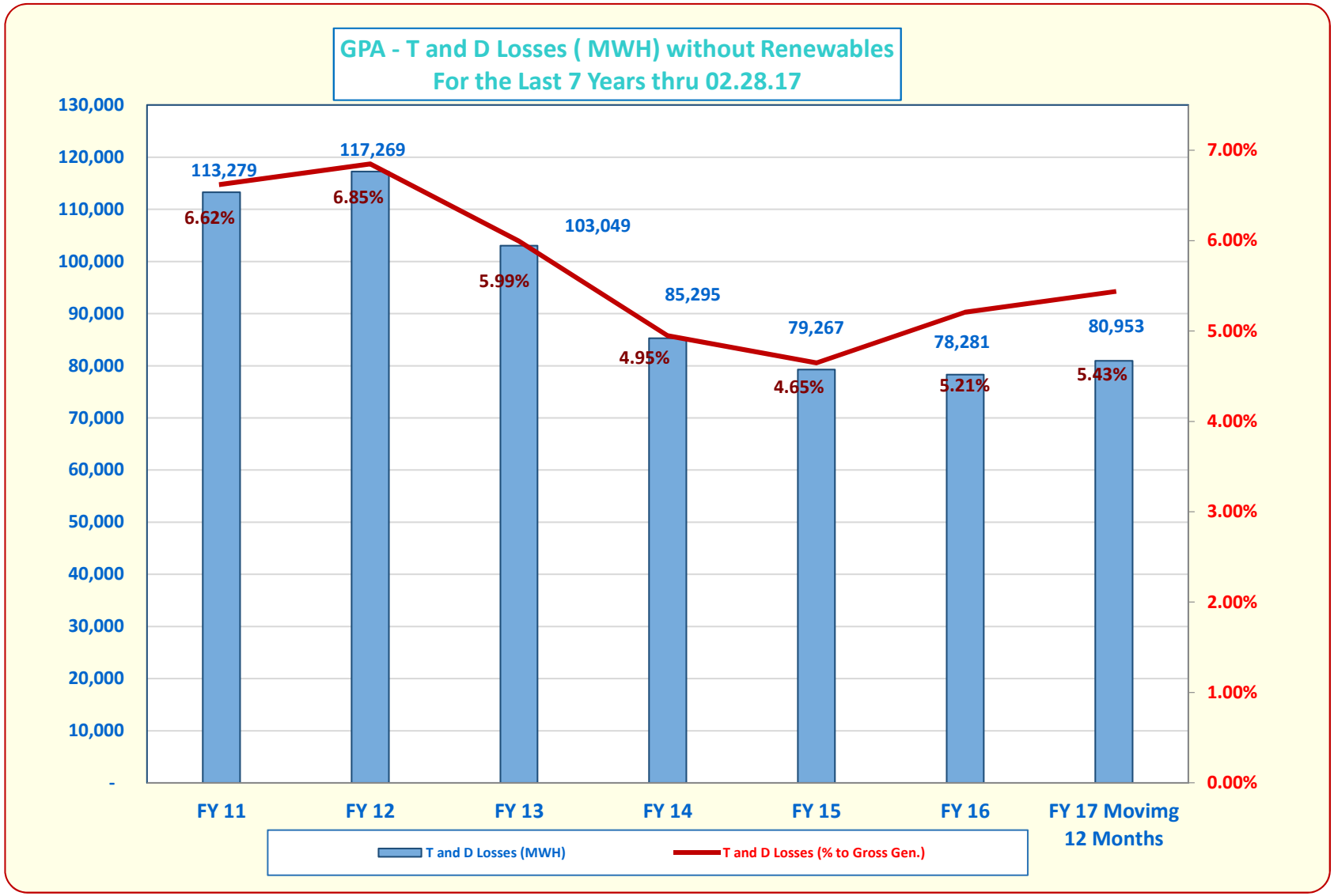


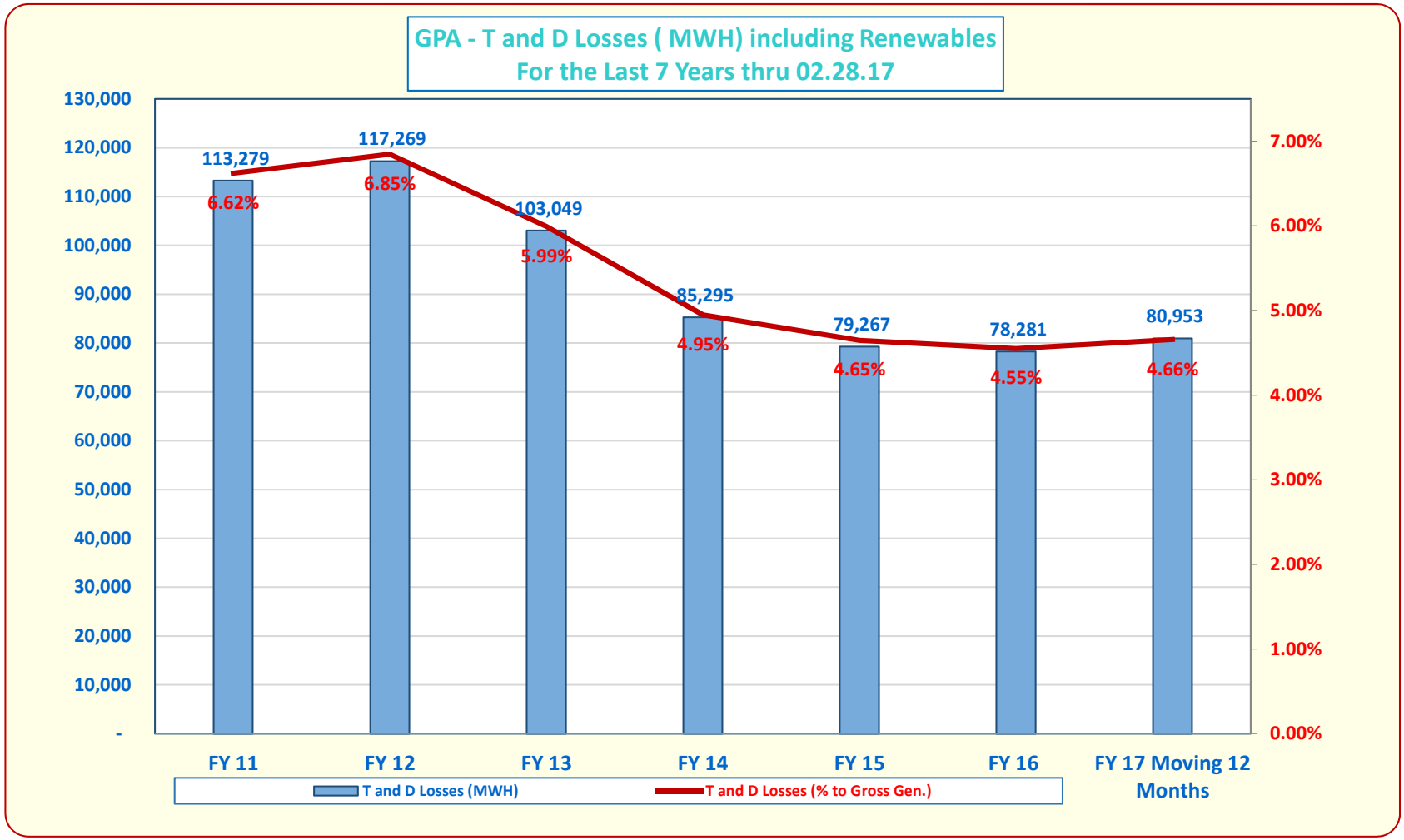


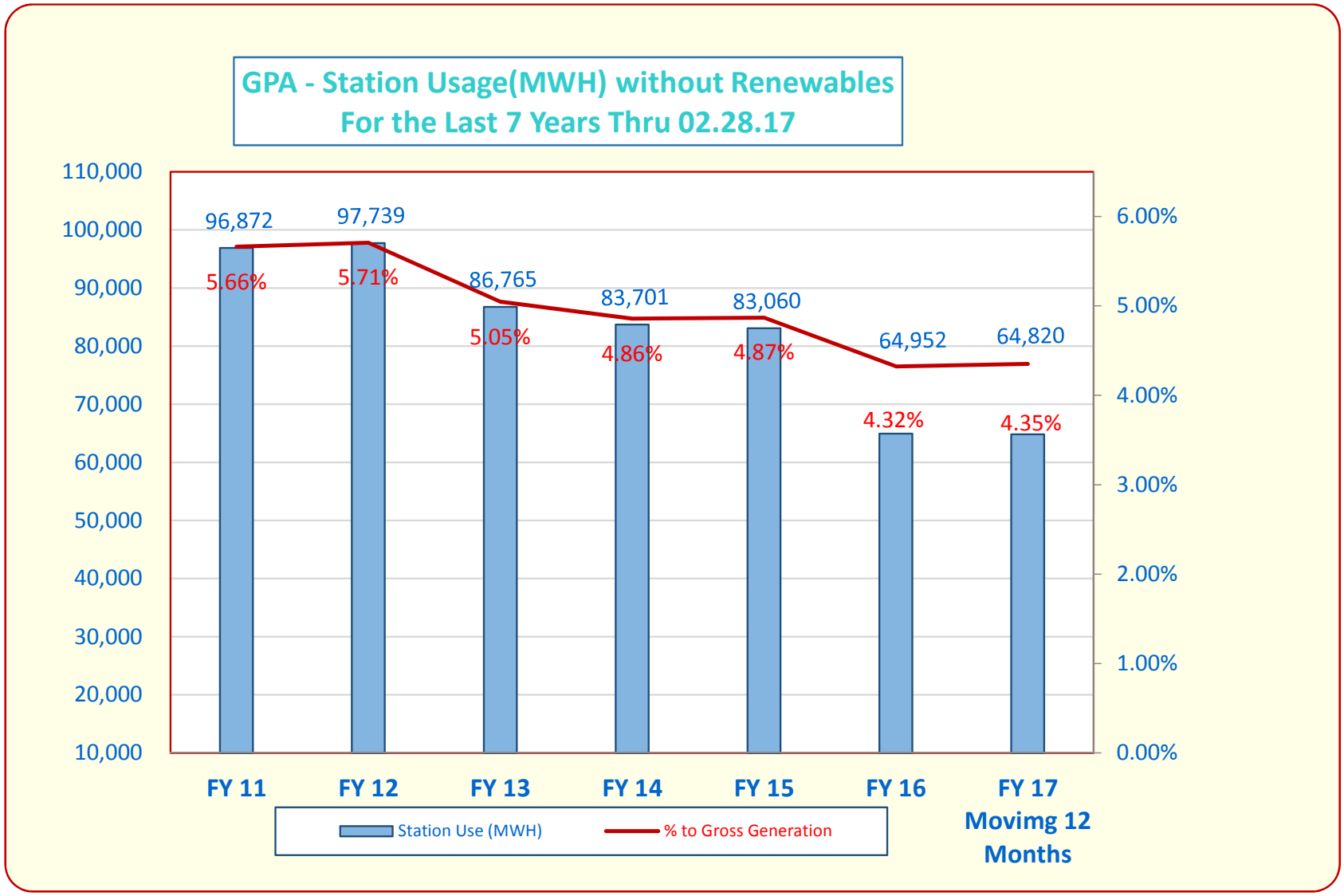
REVENUES-ACTUAL VS PROJECTIONS

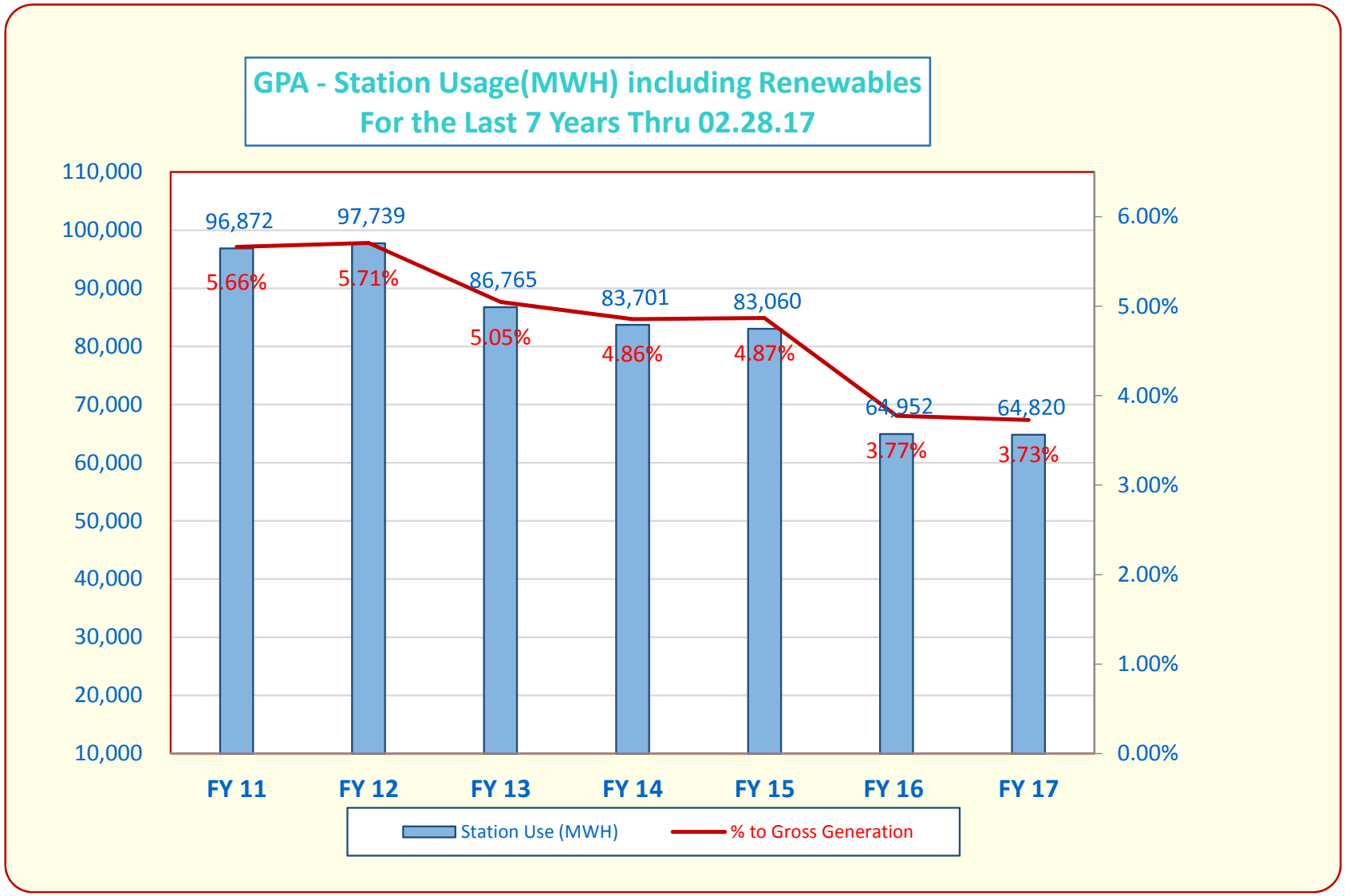
	MONTHLY - FEBRUARY 2017				YTD THRU 02/28/2017			
	PROJECTIONS	ACTUAL	VARIANCE	% VARIANCE	PROJECTIONS	ACTUAL	VARIANCE	% VARIANCE
KWH								
Residential	32,394,894	35,936,337	3,541,443	10.93%	179,953,420	199,658,670	19,705,250	10.95%
Small General-Non-Demand	5,064,894	6,497,885	1,432,991	28.29%	27,815,060	33,827,007	6,011,947	21.61%
Small General-Demand	15,717,781	13,890,958	(1,826,823)	-11.62%	81,023,073	77,006,358	(4,016,716)	-4.96%
Large	25,532,532	23,699,969	(1,832,563)	-7.18%	131,285,940	129,429,842	(1,856,098)	-1.41%
Independent Power Producers	51,277	67,797	16,519	32.22%	230,495	434,198	203,703	88.38%
Private St. Lites	51,917	32,325	(19,592)	-37.74%	261,462	210,613	(50,848)	-19.45%
Sub-total	**78,813,295**	**80,125,270**	**1,311,974**	**1.66%**	**420,569,450**	**440,566,688**	**19,997,238**	**4.75%**
Government								
Small_Non Demand	1,022,837	996,603	(26,233)	-2.56%	5,620,853	5,518,121	(102,732)	-1.83%
Small-Demand	7,660,381	7,382,544	(277,838)	-3.63%	38,942,784	40,267,151	1,324,367	3.40%
Large	5,224,917	5,654,767	429,851	8.23%	26,580,457	30,422,936	3,842,478	14.46%
Public St. Lites	878,480	707,509	(170,972)	-19.46%	4,706,763	4,136,157	(570,605)	-12.12%
Sub-total	**14,786,615**	**14,741,423**	**(45,192)**	**-0.31%**	**75,850,857**	**80,344,365**	**4,493,509**	**5.92%**
Total-Civilian	**93,599,910**	**94,866,692**	**1,266,782**	**1.35%**	**496,420,307**	**520,911,054**	**24,490,747**	**4.93%**
USN	25,511,808	22,750,741	(2,761,067)	-10.82%	136,131,013	129,656,413	(6,474,601)	-4.76%
Grand Total	**119,111,718**	**117,617,433**	**(1,494,285)**	**-1.25%**	**632,551,320**	**650,567,466**	**18,016,146**	**2.85%**
					-	-		
Non-Oil Yield								
Residential	0.096854	0.098477	0.001623	1.68%	0.096854	0.096803	(0.000051)	-0.05%
Small General-Non-Demand	0.139795	0.140148	0.000353	0.25%	0.139795	0.137591	(0.002204)	-1.58%
Small General-Demand	0.119750	0.125381	0.005631	4.70%	0.119750	0.120878	0.001128	0.94%
Large	0.106324	0.107479	0.001156	1.09%	0.106324	0.103375	(0.002948)	-2.77%
Independent Power Producers	0.124400	0.120229	(0.004171)	0.00%	0.124400	0.113642	(0.010758)	0.00%
Private St. Lites	0.461908	0.661940	0.200032	43.31%	0.461908	0.535485	0.073577	15.93%
Sub-total	**0.107506**	**0.109429**	**0.001923**	**1.79%**	**0.107303**	**0.106300**	**(0.001003)**	**-0.93%**
Government					-			
Small_Non Demand	0.152742	0.154667	0.001924	1.26%	0.152742	0.152733	(0.000009)	-0.01%
Small-Demand	0.133985	0.141372	0.007387	5.51%	0.133985	0.135314	0.001330	0.99%
Large	0.128378	0.131600	0.003221	2.51%	0.128378	0.126774	(0.001605)	-1.25%
Public St. Lites	0.383229	0.527763	0.144533	37.71%	0.383229	0.465676	0.082447	21.51%
Sub-total	**0.148109**	**0.157067**	**0.008958**	**6.05%**	**0.148876**	**0.150284**	**0.001407**	**0.95%**
Total-Civilian	**0.113920**	**0.116832**	**0.002911**	**2.56%**	**0.113655**	**0.113084**	**(0.000571)**	**-0.50%**
USN	0.061275	0.060232	(0.001043)	-1.70%	0.061275	0.060057	(0.001218)	-1.99%
Grand Total	**0.102645**	**0.105884**	**0.003239**	**3.16%**	**0.102383**	**0.102516**	**0.000133**	**0.13%**
Non-Oil Revenues								
Residential	3,137,578	3,538,907	401,329	12.79%	17,429,222	19,327,595	1,898,372	10.89%
Small General-Non-Demand	708,045	910,664	202,619	28.62%	3,888,398	4,654,295	765,897	19.70%
Small General-Demand	1,882,202	1,741,662	(140,540)	-7.47%	9,702,501	9,308,357	(394,144)	-4.06%
Large	2,714,711	2,547,254	(167,457)	-6.17%	13,958,796	13,379,864	(578,932)	-4.15%
Independent Power Producers	6,379	8,151	1,772	27.78%	28,674	49,343	20,669	72.09%
Private St. Lites	23,981	21,397	(2,584)	-10.77%	120,771	112,780	(7,991)	-6.62%
Sub-total	**8,472,896**	**8,768,035**	**295,139**	**3.48%**	**45,128,362**	**46,832,234**	**1,703,873**	**3.78%**
Government								
Small_Non Demand	156,230	154,141	(2,089)	-1.34%	858,541	842,800	(15,740)	-1.83%
Small-Demand	1,026,373	1,043,685	17,312	1.69%	5,217,730	5,448,713	230,983	4.43%
Large	670,767	744,166	73,400	10.94%	3,412,358	3,856,835	444,477	13.03%
Public St. Lites	336,660	373,397	36,737	10.91%	1,803,770	1,926,111	122,341	6.78%
Sub-total	**2,190,029**	**2,315,389**	**125,360**	**5.72%**	**11,292,399**	**12,074,459**	**782,060**	**6.93%**
Total-Civilian	**10,662,925**	**11,083,424**	**420,500**	**3.94%**	**56,420,760**	**58,906,693**	**2,485,933**	**4.41%**
USN	1,563,246	1,370,332	(192,914)	-12.34%	8,341,481	7,786,778	(554,703)	-6.65%
Grand Total	**12,226,171**	**12,453,756**	**227,585**	**1.86%**	**64,762,241**	**66,693,471**	**1,931,230**	**2.98%**
% of Total Revenues	44.16%	49.41%			44.10%	52.74%		
Oil Revenues								
Residential	4,204,796	4,109,577	(95,219)	-2.26%	23,357,614	18,290,060	(5,067,555)	-21.70%
Small General-Non-Demand	657,414	739,715	82,302	12.52%	3,610,342	3,106,773	(503,570)	-13.95%
Small General-Demand	2,040,138	1,568,643	(471,496)	-23.11%	10,516,642	7,036,976	(3,479,666)	-33.09%
Large	3,314,074	2,518,772	(795,302)	-24.00%	17,040,667	11,718,179	(5,322,488)	-31.23%
Independent Power Producers	6,656	6,894	238	3.57%	30,176	39,538	9,362	31.02%
Private St. Lites	6,739	3,396	(3,343)	-49.61%	33,679	18,838	(14,841)	-44.07%
Sub-total	**10,229,817**	**8,946,997**	**(1,282,820)**	**-12.54%**	**54,589,121**	**40,210,364**	**(14,378,757)**	**-26.34%**
Government								
Small_Non Demand	132,762	104,694	(28,068)	-21.14%	729,576	496,316	(233,260)	-31.97%
Small-Demand	994,303	775,544	(218,759)	-22.00%	5,054,700	3,623,778	(1,430,922)	-28.31%
Large	678,184	587,292	(90,892)	-13.40%	3,450,093	2,754,892	(695,201)	-20.15%
Public St. Lites	114,025	74,324	(39,701)	-34.82%	610,929	371,290	(239,639)	-39.23%
Sub-total	**1,919,275**	**1,541,855**	**(377,420)**	**-19.66%**	**9,845,298**	**7,246,277**	**(2,599,021)**	**-26.40%**
Total-Civilian	**12,149,092**	**10,488,852**	**(1,660,240)**	**-13.67%**	**64,434,419**	**47,456,640**	**(16,977,778)**	**-26.35%**
USN	3,311,384	2,262,351	(1,049,033)	-31.68%	17,669,549	12,307,177	(5,362,371)	-30.35%
Grand Total	**15,460,476**	**12,751,203**	**(2,709,273)**	**-17.52%**	**82,103,967**	**59,763,817**	**(22,340,150)**	**-27.21%**
% of Total Revenues	55.84%	50.59%			55.90%	47.26%		
Grand Total								
Residential	7,342,374	7,648,484	306,110	4.17%	40,786,837	37,617,654	(3,169,182)	-7.77%
Small General-Non-Demand	1,365,459	1,650,380	284,921	20.87%	7,498,740	7,761,068	262,328	3.50%
Small General-Demand	3,922,340	3,310,305	(612,036)	-15.60%	20,219,143	16,345,334	(3,873,809)	-19.16%
Large	6,028,785	5,066,026	(962,759)	-15.97%	30,999,463	25,098,043	(5,901,420)	-19.04%
Independent Power Producers	13,035	15,045	2,010	15.42%	58,850	88,881	30,031	51.03%
Private St. Lites	30,720	24,793	(5,927)	-19.29%	154,450	131,618	(22,832)	-14.78%
Sub-total	**18,702,713**	**17,715,032**	**(987,680)**	**-5.28%**	**99,717,482**	**87,042,598**	**(12,674,884)**	**-12.71%**
Government					-			
Small_Non Demand	288,992	258,835	(30,157)	-10.44%	1,588,117	1,339,117	(249,000)	-15.68%
Small-Demand	2,020,676	1,819,228	(201,447)	-9.97%	10,272,430	9,072,491	(1,199,939)	-11.68%
Large	1,348,951	1,331,459	(17,492)	-1.30%	6,862,451	6,611,727	(250,724)	-3.65%
Public St. Lites	450,685	447,721	(2,963)	-0.66%	2,414,699	2,297,401	(117,298)	-4.86%
Sub-total	**4,109,304**	**3,857,244**	**(252,060)**	**-6.13%**	**21,137,697**	**19,320,736**	**(1,816,961)**	**-8.60%**
Total-Civilian	**22,812,016**	**21,572,276**	**(1,239,740)**	**-5.43%**	**120,855,179**	**106,363,333**	**(14,491,845)**	**-11.99%**
USN	4,874,630	3,632,683	(1,241,948)	-25.48%	26,011,030	20,093,955	(5,917,075)	-22.75%
Grand Total	**27,686,647**	**25,204,958**	**(2,481,688)**	**-8.96%**	**146,866,208**	**126,457,288**	**(20,408,920)**	**-13.90%**
	-	-	-					

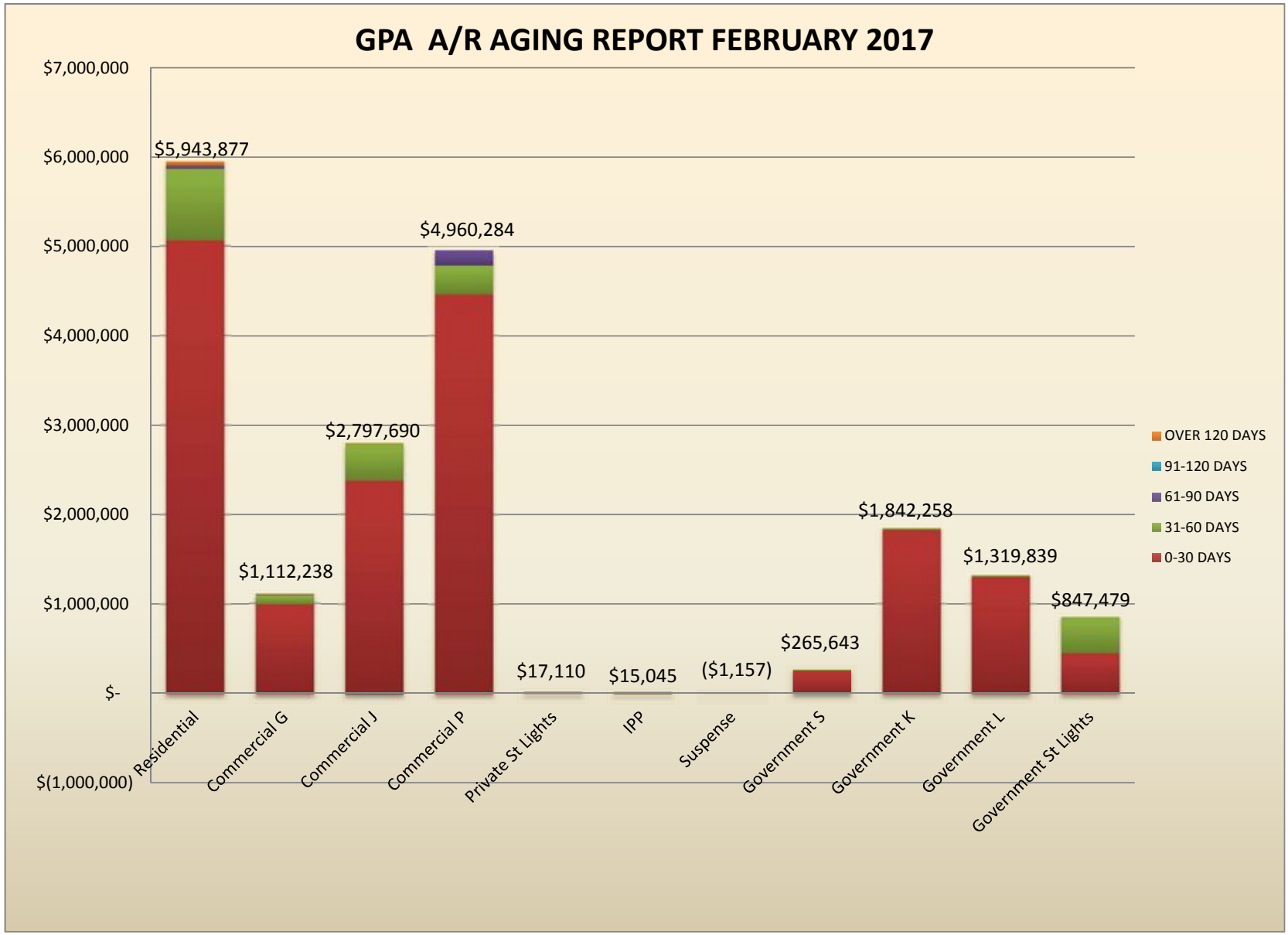
	YTD REVENUES - CURRENT YEAR VS PRIOR YEAR				MTD REVENUES - CURRENT YEAR VS PRIOR YEAR			
	ACTUALS - 5 MONTHS ENDED FEBRUARY 28				ACTUALS - MONTH ENDED JANUARY 31			
	2017	2016	VARIANCE	% VARIANCE	2017	2016	VARIANCE	% VARIANCE
KWH								
Residential	199,658,670	189,984,557	9,674,113	5.09%	35,936,337	34,167,871	1,768,466	5.18%
Small General-Non-Demand	33,827,007	31,391,404	2,435,603	7.76%	6,497,885	6,027,261	470,624	7.81%
Small General-Demand	77,006,358	78,115,567	(1,109,209)	-1.42%	13,890,958	14,874,631	(983,673)	-6.61%
Large	129,429,842	127,402,378	2,027,464	1.59%	23,699,969	23,808,449	(108,480)	-0.46%
Independent Power Producers	434,198	396,725	37,473	9.45%	67,797	123,125	(55,329)	-44.94%
Private St. Lites	210,613	259,815	(49,202)	-18.94%	32,325	49,247	(16,922)	-34.36%
Sub-total	**440,566,688**	**427,550,446**	**13,016,243**	**3.04%**	**80,125,270**	**79,050,584**	**1,074,686**	**1.36%**
Government								
Small_Non Demand	5,518,121	5,303,450	214,672	4.05%	996,603	959,493	37,110	3.87%
Small-Demand	40,267,151	37,602,365	2,664,786	7.09%	7,382,544	7,348,858	33,685	0.46%
Large	30,422,936	28,522,689	1,900,247	6.66%	5,654,767	5,543,670	111,098	2.00%
Public St. Lites	4,136,157	4,660,914	(524,756)	-11.26%	707,509	869,623	(162,114)	-18.64%
Sub-total	**80,344,365**	**76,089,417**	**4,254,948**	**5.59%**	**14,741,423**	**14,721,643**	**19,779**	**0.13%**
Total-Civilian	**520,911,054**	**503,639,863**	**17,271,191**	**3.43%**	**94,866,692**	**93,772,227**	**1,094,465**	**1.17%**
USN	129,656,413	131,251,536	(1,595,123)	-1.22%	22,750,741	24,710,507	(1,959,767)	-7.93%
Grand Total	**650,567,466**	**634,891,399**	**15,676,068**	**2.47%**	**117,617,433**	**118,482,734**	**(865,302)**	**-0.73%**
Non-Oil Yield								
Residential	0.096803	0.096896	-0.000093	-0.10%	0.098477	0.099153	-0.000676	-0.68%
Small General-Non-Demand	0.137591	0.137811	-0.000220	-0.16%	0.140148	0.141817	-0.001669	-1.18%
Small General-Demand	0.120878	0.120661	0.000217	0.18%	0.125381	0.126270	-0.000889	-0.70%
Large	0.103375	0.104071	-0.000696	-0.67%	0.107479	0.104944	0.002535	2.42%
Independent Power Producers	0.000000	0.112933	-0.112933	-100.00%	0.120229	0.104861	0.015368	14.66%
Private St. Lites	0.535485	0.459489	0.075996	16.54%	0.661940	0.491981	0.169959	34.55%
Sub-total	**0.106300**	**0.106615**	**-0.000315**	**-0.30%**	**0.109429**	**0.109506**	**-0.000077**	**-0.07%**
Government								
Small_Non Demand	0.152733	0.153634	-0.000900	-0.59%	0.154667	0.154207	0.000460	0.30%
Small-Demand	0.135314	0.136785	-0.001471	-1.08%	0.141372	0.135405	0.005967	4.41%
Large	0.126774	0.129397	-0.002623	-2.03%	0.131600	0.129384	0.002216	1.71%
Public St. Lites	0.465676	0.387103	0.078574	20.30%	0.527763	0.410939	0.116824	28.43%
Sub-total	**0.150284**	**0.150523**	**-0.000239**	**-0.16%**	**0.157067**	**0.150639**	**0.006428**	**4.27%**
Total-Civilian	**0.113084**	**0.113249**	**-0.000165**	**-0.15%**	**0.116832**	**0.115964**	**0.000868**	**0.75%**
USN	0.060057	0.061095	-0.001038	-1.70%	0.060232	0.063314	-0.003082	-4.87%
Grand Total	**0.102516**	**0.102467**	**0.000049**	**0.05%**	**0.105884**	**0.104983**	**0.000900**	**0.86%**
Non-Oil Revenues								
Residential	19,327,595	18,408,769	918,826	4.99%	3,538,907	3,387,852	151,055	4.46%
Small General-Non-Demand	4,654,295	4,326,082	328,213	7.59%	910,664	854,769	55,895	6.54%
Small General-Demand	9,308,357	9,425,475	(117,118)	-1.24%	1,741,662	1,878,226	(136,564)	-7.27%
Large	13,379,864	13,258,910	120,953	0.91%	2,547,254	2,498,556	48,697	1.95%
Independent Power Producers	49,343	44,803	4,540	10.13%	8,151	12,911	(4,760)	-36.87%
Private St. Lites	112,780	119,382	(6,602)	-5.53%	21,397	24,228	(2,831)	-11.69%
Sub-total	**46,832,234**	**45,583,422**	**1,248,812**	**2.74%**	**8,768,035**	**8,656,543**	**111,492**	**1.29%**
Government								
Small_Non Demand	842,800	814,788	28,012	3.44%	154,141	147,960	6,181	4.18%
Small-Demand	5,448,713	5,143,437	305,276	5.94%	1,043,685	995,074	48,611	4.89%
Large	3,856,835	3,690,744	166,091	4.50%	744,166	717,262	26,904	3.75%
Public St. Lites	1,926,111	1,804,252	121,859	6.75%	373,397	357,362	16,035	4.49%
Sub-total	**12,074,459**	**11,453,221**	**621,238**	**5.42%**	**2,315,389**	**2,217,657**	**97,732**	**4.41%**
Total-Civilian	**58,906,693**	**57,036,643**	**1,870,050**	**3.28%**	**11,083,424**	**10,874,200**	**209,224**	**1.92%**
USN	7,786,778	8,018,812	(232,034)	-2.89%	1,370,332	1,564,521	(194,190)	-12.41%
Grand Total	**66,693,471**	**65,055,455**	**1,638,016**	**2.52%**	**12,453,756**	**12,438,721**	**15,034**	**0.12%**
% of Total Revenues								
Oil Revenues								
Residential	18,290,060	19,476,786	(1,186,727)	-6.09%	4,109,577	2,643,286	1,466,291	55.47%
Small General-Non-Demand	3,106,773	3,208,337	(101,565)	-3.17%	739,715	468,148	271,568	58.01%
Small General-Demand	7,036,976	8,004,297	(967,320)	-12.09%	1,568,643	1,175,272	393,371	33.47%
Large	11,718,179	13,121,299	(1,403,120)	-10.69%	2,518,772	1,985,924	532,848	26.83%
Independent Power Producers	39,538	38,987	551	1.41%	6,894	10,479	(3,586)	-34.22%
Private St. Lites	18,838	27,014	(8,176)	-30.27%	3,396	4,265	(870)	-20.39%
Sub-total	**40,210,364**	**43,876,720**	**(3,666,357)**	**-8.36%**	**8,946,997**	**6,287,375**	**2,659,622**	**42.30%**
Government								
Small_Non Demand	496,316	551,231	(54,915)	-9.96%	104,694	81,936	22,758	27.78%
Small-Demand	3,623,778	3,896,216	(272,438)	-6.99%	775,544	627,809	147,735	23.53%
Large	2,754,892	2,923,453	(168,560)	-5.77%	587,292	469,982	117,310	24.96%
Public St. Lites	371,290	484,909	(113,619)	-23.43%	74,324	75,321	(996)	-1.32%
Sub-total	**7,246,277**	**7,855,809**	**(609,532)**	**-7.76%**	**1,541,855**	**1,255,048**	**286,807**	**22.85%**
Total-Civilian	**47,456,640**	**51,732,529**	**(4,275,889)**	**-8.27%**	**10,488,852**	**7,542,423**	**2,946,429**	**39.06%**
USN	12,307,177	14,055,234	(1,748,057)	-12.44%	2,262,351	1,541,321	721,030	46.78%
Grand Total	**59,763,817**	**65,787,763**	**(6,023,945)**	**-9.16%**	**12,751,203**	**9,083,744**	**3,667,459**	**40.37%**
% of Total Revenues								
Grand Total								
Residential	37,617,654	37,885,555	(267,901)	-0.71%	7,648,484	6,031,139	1,617,345	26.82%
Small General-Non-Demand	7,761,068	7,534,419	226,649	3.01%	1,650,380	1,322,917	327,463	24.75%
Small General-Demand	16,345,334	17,429,771	(1,084,438)	-6.22%	3,310,305	3,053,498	256,807	8.41%
Large	25,098,043	26,380,209	(1,282,166)	-4.86%	5,066,026	4,484,480	581,546	12.97%
Independent Power Producers	88,881	83,791	5,090	6.08%	15,045	23,390	(8,346)	-35.68%
Private St. Lites	131,618	146,396	(14,778)	-10.09%	24,793	28,494	(3,701)	-12.99%
Sub-total	**87,042,598**	**89,460,142**	**(2,417,544)**	**-2.70%**	**17,715,032**	**14,943,918**	**2,771,114**	**18.54%**
Government								
Small_Non Demand	1,339,117	1,366,019	(26,902)	-1.97%	258,835	229,896	28,939	12.59%
Small-Demand	9,072,491	9,039,654	32,837	0.36%	1,819,228	1,622,883	196,346	12.10%
Large	6,611,727	6,614,197	(2,470)	-0.04%	1,331,459	1,187,244	144,215	12.15%
Public St. Lites	2,297,401	2,289,161	8,240	0.36%	447,721	432,682	15,039	3.48%
Sub-total	**19,320,736**	**19,309,030**	**11,706**	**0.06%**	**3,857,244**	**3,472,705**	**384,539**	**11.07%**
Total-Civilian	**106,363,333**	**108,769,172**	**(2,405,839)**	**-2.21%**	**21,572,276**	**18,416,623**	**3,155,653**	**17.13%**
USN	20,093,955	22,074,046	(1,980,091)	-8.97%	3,632,683	3,105,842	526,840	16.96%
Grand Total	**126,457,288**	**130,843,218**	**(4,385,930)**	**-3.35%**	**25,204,958**	**21,522,465**	**3,682,493**	**17.11%**


GPA - T and D Losses (MWH) without Renewables
For the Last 7 Years thru 02.28.17
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
6.62%
117,269
6.85%
103,049
5.99%
85,295
4.95%
79,267
4.65%
78,281
5.21%
80,953
5.43%
FY 11
FY 12
FY 13
FY 14
FY 15
FY 16
FY 17 Movimg 12 Months
T and D Losses (MWH)
T and D Losses (% to Gross Gen.)


GPA - T and D Losses (MWH) including Renewables
For the Last 7 Years thru 02.28.17
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
6.62%
117,269
6.85%
103,049
5.99%
85,295
4.95%
79,267
4.65%
78,281
4.55%
80,953
4.66%
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 02.28.17
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
64,820
5.66%
5.71%
5.05%
4.86%
4.87%
4.32%
4.35%
FY 11
FY 12
FY 13
FY 14
FY 15
FY 16
FY 17
Movimg 12 Months
Station Use (MWH)
% to Gross Generation


GPA - Station Usage(MWH) including Renewables
For the Last 7 Years Thru 02.28.17
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
64,820
5.66%
5.71%
5.05%
4.86%
4.87%
3.77%
3.73%
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 FEBRUARY 2017
$7,000,000
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$-
$(1,000,000)
$5,943,877
$1,112,238
$2,797,690
$4,960,284
$17,110
$15,045
($1,157)
$265,643
$1,842,258
$1,319,839
$847,479
Residential
Commercial G
Commercial J
Commercial P
Private St Lights
IPP
Suspense
Government S
Government K
Government L
Government St Lights
OVER 120 DAYS
91-120 DAYS
61-90 DAYS
31-60 DAYS
0-30 DAYS

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

Issues for Decision

Resolution No. 2017-09:

Relative to Authorizing the Contract Award for the Supply of Diesel Fuel Oil No. 2 for the Water and Wastewater Systems Standby Generator sites.

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

Where is the location?
Diesel Fuel Oil No.2 will be supplied and delivered into various GWA water and wastewater systems standby generator sites.

How much will it cost?
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.

When will it be completed?
The contract is for an initial period of two years, with the option to extend for three (3) additional one-year terms.

What is its funding source?
Fuel revenue funds

The RFP/BID responses:
Morrico Equipment, LLC has been determined to be the lowest responsive and responsible bidder.

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority • Guam Waterworks Authority
P.O.BOX 2977 • Agana,Guam 96932

GPA RESOLUTION 2017–09

AUTHORIZING THE CONTRACT AWARD FOR THE SUPPLY OF DIESEL FUEL OIL NO.2 FOR THE WATER AND WASTEWATER SYSTEMS STANDBY GENERATOR SITES

WHEREAS, GPA has obtained CCU approval to issue an Invitation for Bid for a 2 – year supply Contract for Diesel Fuel Oil to meet the Authority's diesel fuel oil supply requirements for the Water and Wastewater Systems standby Generator sites through the adoption of CCU Resolution 2016-56; and

WHEREAS, the Procurement Officer has provided adequate public announcement for the need for such services through Invitation for Bid No. GPA-007-17 describing the type of services required and specifying the type of information and data required of each offeror; and

WHEREAS, Morrico Equipment, LLC and Pacific Unlimited, Inc. submitted bids for GPA consideration (Exhibit A); and

WHEREAS, an evaluation committee was convened to evaluate proposals and the results and evaluation of the bids are provided (Exhibit B); and

WHEREAS, Morrico Equipment, LLC was determined to be the lowest, most responsive and responsible bidder meeting the requirements of the bid solicitation; and

WHEREAS, the Diesel Fuel Oil No.2 Supply Contract with Morrico Equipment, LLC shall be for a period of two (2) years and is anticipated to commence May 1, 2017 and expire on April 30, 2019 with three (3) one- year extension options renewable annually upon mutual agreement of both parties; and

WHEREAS, the award of the contract to Morrico Equipment, LLC based on the estimated supply quantities has an estimated total contract value of approximately $223,700.00 per year or a total of $447,400.00 for the two-year contract period; and

WHEREAS, the two-year contract with Morrico Equipment, LLC will generate a savings of approximately $70,000.00 (Exhibit C) in fixed premium fee cost.

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

1. The General Manager of the Guam Power Authority is hereby authorized to enter into a two (2) year contract with **Morrico Equipment, LLC** for supply of Diesel Fuel Oil No.2 for the Water and Wastewater Systems Standby Generator sites.

2. The General Manager of the Guam Power Authority is hereby authorized an increase in obligating authority to the estimated two year value of $447,400.00 and to execute such agreements and documents necessary for a contract with **Morrico Equipment, LLC**.

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

DULY AND REGULARLY ADOPTED AND APPROVED THIS 18th DAY OF APRIL 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 hereby certify 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: _____

Number of Invitations Issued: 2 | PHASE II
Number of Bids Received: 2

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: IMS RFA-007-17
Opening Date: 02/24/17 Opening Time: 2:00P.m.

Description of Supplies or Services: SUPPLY OF DIESEL FUEL OIL NO. 2 WATER SYSTEMS DISTRIBUTION (WSD) & GWA EMERGENCY GENERATORS

BIDDER	Acceptance Time (Days)	DISCOUNT	ITEM NO.	2YR BASE PERIOD		3-YR EXT. OPTIONS				
			QTY							
			UNIT	1ST YR	2ND YR	1ST YR EXT.	2ND YR EXT	3RD YR EXT.		
			DELIVERY							
			MFG							
MORRICO Equipment, LLC		OPTION A: SUPPLY & DELIVERY		$2.237 per US gallon	$2.237 per US gallon	$2.237 per US gallon	$2.237	$2.237		
		OPTION B: SUPPLY ONLY		$1.667	$1.667	$1.667	$1.667	$1.667		
Pacific Unlimited INC. dba Fleet Services		OPTION A Supply + Delivery		$2.564	$2.607	$2.652	$2.699	$2.747		
		OPTION B: Supply Only		$2.159	$2.189	$2.222	$2.256	$2.291		

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

Date 2/24/2017

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)

Lawrence V. Cintrano	Pacific Unlimited
	DBA Fleet services
Michael Chin	Morrico
Rene Molinos	Morrico

ADMINISTRATIVE STATEMENT (When applicable)

EXHIBIT B

A. Bid Price Analysis

Basis: Estimated Annual Quantity: 100,000 gallons/yr

Bidder	Mandatory Bids for Two (2) Year Contract Base Period					
	First (1st) Year		Second (2nd) Year		2-YEAR CONTRACT	
	Bid Price ($/gal)	Annual Cost ($)	Bid Price ($/gal)	Annual Cost ($)	**Avg ($/gal)**	**2Yrs ($)**
Morrico Equipment LLC	$2.237	$223,700.00	$2.237	$223,700.00	$2.237	**$447,400.00**
Pacific Unlimited, Inc.	$2.564	$256,400.00	$2.607	$260,700.00	$2.586	**$517,100.00**

Based on the total cost analysis for the two (2) year contract base period, the lowest bidder is **Morrico Equipment, LLC**.

B. Estimated Fixed Premium Fee Cost Analysis

Basis: 100,000 gallons per year

Lowest Bidder: **Morrico Equipment, LLC**	2-Year Base period	
	1st Year	**2nd Year**
Bid Price ($/gal)	$2.237	$2.237
Reference Price ($/gal)	$1.097	$1.097
Fixed Premium Fee ($/gal)	$1.140	$1.140
Annual Premium Fee Cost ($/Yr)	**$114,000.00**	**$114,000.00**
TOTAL ($)	**$228,000.00**	

EXHIBIT C

Contract Fixed Premium Fee Cost Comparison

Basis: 100,000 gallons per year	**Current Contract (GPA-011-14) Morrico Equipment LLC**	**New Contract (GPA-007-17) Morrico Equipment LLC**	**Variance**
Fixed Premium Fee ($/gal)	**$1.490**	**$1.140**	**$0.350**
Annual Premium Fee Cost ($/Yr)	$149,000.00	$114,000.00	$35,000.00
2-Year Contract Cost ($)	**$298,000.00**	**$228,000.00**	**$70,000.00 (GPA Savings)**

Exhibit D

DIESEL SUPPLY TO WSD (Various Water Well Sites) - CONTRACT HISTORY

CONTRACT NO.	CONTRACTOR	CONTRACT PERIOD	REMARKS	PREMIUM FEE COST ($/gal) *	
GPA-120-99	MOBIL	OCT 01, 1999 - SEP 30, 2002	3-Year Base Period	$1.076	(as delivered)
GPA-120-99	MOBIL	OCT 01, 2002 - SEP 30, 2003	1st Year Extension	$1.076	(as delivered)
GPA-003-04	SHELL	OCT 01, 2003 - SEP 30, 2006	3-Year Base Period	$0.340	(w/out delivery)
GPA-003-04	SHELL	OCT 01, 2006 - SEP 30, 2007	1st of 2-Year Extension	$0.340	(w/out delivery)
GPA-003-04	SHELL	OCT 01, 2007 - SEP 30, 2008	2nd of 2-Year Extension	$0.340	(w/out delivery)
GPA-028-08	Morrico	OCT 01, 2008 - SEP 30, 2011	3-Year Base Period	$1.310	(as delivered)
GPA-028-08	Morrico	OCT 01, 2011 - SEP 30, 2012	1st of 2-Year Extension	$1.310	(as delivered)
GPA-028-08	Morrico	OCT 01, 2012 - SEP 30, 2013	2nd of 2-Year Extension	$1.310	(as delivered)
GPA-028-08	Morrico	DEC 01, 2012 - DEC 31, 2014	6 Months Extn	$1.310	(as delivered)
GPA-011-14	Morrico	APR 01, 2014 - APR 30, 2017	3-Year Base Period	$1.490	(as delivered)
GPA-0007-17	Morrico	MAY 01, 2017 - APR 30, 2019	2-Year Base Period	$1.140	(as delivered)

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

Issues for Decision

Resolution No. 2017-10:

Relative to Authorizing GPA to Petition the PUC for Approval to Enter into Contract for the Management, Operation and Maintenance of the Guam Power Authority's Fuel Bulk Storage Facility

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

The Guam Power Authority's current contract with Vital Energy, Inc. for the management of the GPA Fuel Bulk Storage Facility 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.

Where is the location?
Piti, Fuel Farm

How much will it cost?
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.

What is its funding source?
Fuel revenue funds

Bid Item	Bid Price Proposal for Mandatory Items	Base Period-Year 1	Base Period-Year 2	2 YEAR BASE PERIOD (MANDATORY)
1	Management and Administration Fees (Include all expenses for staffing, office maintenance, expenses for utilities and communications, management fees and administration fees)	$ 516,560.00	$ 532,056.80	$ 1,048,616.80
2	Security Contractor	$ 144,540.00	$ 148,876.20	$ 293,416.20
3	Spill Response Company Membership Fees	$ 35,000.00	$ 36,050.00	$ 71,050.00
4	Insurance Fees (Volume I - 5.41A)	$ 20,400.00	$ 21,012.00	$ 41,412.00
5	Inventory - Environmental / Oil Spill Equipment *Oil Spill Response & Environmental Compliance (OPA 90, SPCC and FRP, etc.)	$ 2,500.00	$ 2,575.00	$ 5,075.00
	Subtotal	*$ 719,000.00*	*$ 740,570.00*	*$ 1,459,570.00*
	Monthly fees	*$ 59,916.67*	*$ 61,714.17*	
6	Operation and Maintenance Budget (REQUIRED)	$ 91,000.00	$ 93,730.00	$ 184,730.00
TOTAL MANDATORY BID (ITEMS 1 THRU 6)		**$ 810,000.00**	**$ 834,300.00**	**$ 1,644,300.00**

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority • Guam Waterworks Authority
P.O.BOX 2977 • Agana,Guam 96932

RESOLUTION NO. 2017- 10

AUTHORIZING THE GUAM POWER AUTHORITY TO PETITION THE PUC FOR APPROVAL TO ENTER INTO CONTRACT FOR THE MANAGEMENT, OPERATION AND MAINTENANCE OF THE GUAM POWER AUTHORITY'S FUEL BULK STORAGE FACILITY

WHEREAS, GPA's current contract with Vital Energy, Inc. for the management of the GPA Fuel Bulk Storage Facility is set to expire on May 31, 2017; and

WHEREAS, 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; and

WHEREAS, IP&E Guam LLC, and Tristar Terminals Guam, and Vital Energy, Inc. submitted bids for GPA's consideration (Exhibit A); and

WHEREAS, Vital Energy Inc., was disqualified for submitting a price proposal that is determined to be non-compliant with the requirements of the bid (Exhibits B & C); and

WHEREAS, IP&E Guam LLC has been determined to be the lowest, most responsive and responsible bidder (Exhibit C); and

WHEREAS, the total cost for the 2-year base period is $1,644,300.00 for mandatory services; and

WHEREAS, this contract is for an initial term of 2 years with three optional one-year extensions; and

Bid Item	Bid Price Proposal for Mandatory Items	Base Period-Year 1	Base Period-Year 2	2 YEAR BASE PERIOD (MANDATORY)
1	Management and Administration Fees (Include all expenses for staffing, office maintenance, expenses for utilities and communications, management fees and administration fees)	$ 516,560.00	$ 532,056.80	$ 1,048,616.80
2	Security Contractor	$ 144,540.00	$ 148,876.20	$ 293,416.20
3	Spill Response Company Membership Fees	$ 35,000.00	$ 36,050.00	$ 71,050.00
4	Insurance Fees (Volume I - 5.41A)	$ 20,400.00	$ 21,012.00	$ 41,412.00
5	Inventory - Environmental / Oil Spill Equipment *Oil Spill Response & Environmental Compliance (OPA 90, SPCC and FRP, etc.)	$ 2,500.00	$ 2,575.00	$ 5,075.00
	Subtotal	*$ 719,000.00*	*$ 740,570.00*	*$ 1,459,570.00*
	Monthly fees	*$ 59,916.67*	*$ 61,714.17*	
6	Operation and Maintenance Budget (REQUIRED)	$ 91,000.00	$ 93,730.00	$ 184,730.00
TOTAL MANDATORY BID (ITEMS 1 THRU 6)		**$ 810,000.00**	**$ 834,300.00**	**$ 1,644,300.00**

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

1. The General Manager of GPA is authorized to petition the PUC for approval to enter into contract with IP&E Guam LLC for the Management, Operation, and Maintenance of the Guam Power Authority Fuel Bulk Storage Facility.

2. The General Manager of GPA is hereby authorized an increase in obligating authority, subject to PUC approval of $1,644,300.00 for mandatory services for the two-year base period of the contract.

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 18th DAY OF APRIL, 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, 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 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: _____

Number of Invitations Issued: 3
Number of Bids Received: 3

Phase II

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: MS GAA-014-17
Opening Date: 02/22/2017 Opening Time: 2:00 PM

Description of Supplies or Services: management, operation and maintenance of the Guam Power Authority fuel bulk storage facility

	BIDDER	Acceptance Time (Days)	DISCOUNT	ITEM NO.	Base Contract	Base Contract	OPTIONAL	Contract Years	Contract Years	
				QTY	1	2	1	2	3	
				UNIT						
				DELIVERY						
				MFG						
1	IPEE Holdings LLC		Item	1	$516,560.00	$532,056.80	$548,018.50	$564,459.04	$581,392.85	
				2	$144,540.00	$148,876.20	$153,342.49	$157,942.76	$162,681.04	
				3	$35,000.00	$36,050.00	$37,131.50	$38,245.45	$39,392.81	
				4	$20,400.00	$21,012.00	$21,642.36	$22,291.63	$22,960.38	
				5	$2,500.00	$2,575.00	$2,652.25	$2,731.82	$2,813.77	
				6	$91,500.00	$93,730.00	$96,541.90	$99,438.16	$102,421.30	
			Total Price		810,000.00	834,300.00	859,329.00	885,108.87	911,662.14	
			Option Item 7		$15,000.00	$0	$0	$0	$0	
			Option Item 8	1	0	0	0	0	0	
				2	0	0	0	0	0	
				3	0	0	0	0	0	
				4	0	0	0	0	0	
				5	0	0	0	0	0	
				6	0	0	0	0	0	
				7	0	0	0	0	0	
			SP	8	0	0	0	0	0	

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

Date: 2/22/17

APPROVAL OF AWARD(S) (Bidder(s) and Price(s) checked 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)

Page 2 of 6 Pages (6)

Number of Invitations Issued: 3
Number of Bids Received: 3

Phase II

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: MSGPA-014-17
Opening Date: 02/22/2017 Opening Time: 2:00 P.M.

Description of Supplies or Services: management, operation and maintenance of the Guam Power Authority Fuel Bulk Storage Facility

	BIDDER	Acceptance Time (Days)	DISCOUNT	ITEM NO.	Determined		Optional	Contract	Years		
				QTY	Breakdown						
				UNIT	Contract Year						
				DELIVERY	1	2	1	2	3		
				MFG							
1)	IP&E Holdings LLC			1	$14,000.00	$14,420.00	$14,852.60	$15,298.18	$15,757.12		
				2	$7,000.00	$7,210.00	$7,426.30	$7,649.09	$7,878.56		
				3	$9,000.00	$9,270.00	$9,548.10	$9,834.54	$10,129.58		
				4	$ 0	0	0	0	0		
				5	$4,000.00	$4,120.00	$4,243.60	$4,370.91	$4,502.04		
				6	0	0	0	0	0		
				7	$7,000.00	$7,210.00	$7,426.30	$7,649.09	$7,878.56		
				8	$5,000.00	$5,150.00	$5,304.50	$5,463.63	$5,627.54		
				9	$7,000.00	$7,210.00	$7,426.30	$7,649.09	$7,878.56		
				10	$10,000.00	$10,300.00	$10,609.00	$10,927.27	$11,255.09		
				11	$10,000.00	$10,300.00	$10,609.00	$10,927.27	$11,255.09		
				12	$3,000.00	$3,090.00	$3,182.70	$3,278.18	$3,376.53		
				13	$5,000.00	$5,150.00	$5,304.50	$5,463.63	$5,627.54		
				14	$ 0	0	0	0	0		
				15	$ 0	0	0	0	0		
				16	$10,000.00	$10,300.00	$10,609.00	$10,927.27	$11,255.09		
				17	$ 0	0	0	0	0		

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

Date: 2/22/17

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 (Contracts)

Page 9 of 10 Pages

Number of Invitations Issued: 3
Number of Bids Received: 3

Phase II

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: MS GAA-014-17
Opening Date: 02/22/2017 Opening Time: 2:00 P.M.

Description of Supplies or Services: Management, operation and maintenance of the Guam Power Authority Fuel Bulk Storage Facility

	BIDDER	Acceptance Time (Days)	DISCOUNT	ITEM NO.	Base Contract	Base Contract	OPTIONAL	Contract Years		
				QTY	1	2	1	2	3	
				UNIT						
				DELIVERY						
				MFG						
2)	Tri Star Terminals Guam Inc		Item	1	314,322.92	540,039.06	567,041.02	595,393.07	625,162.72	
				2	156,128.15	163,935.12	172,131.81	180,738.51	189,775.41	
				3	36,458.23	38,281.25	40,195.31	42,205.08	44,315.38	
				4	16,515.68	17,341.42	18,208.34	19,118.92	20,074.86	
				5	15,191.82	15,951.42	16,749.04	17,586.42	18,465.82	
				6	154,588.83	159,988.06	184,101.53	191,391.22	219,304.04	
		Total Price			893,200.89	935,536.50	998,427.38	1,046,434.42	1,117,098.23	
		Option Item 7			20,000.00	40,000.00	0	0	0	
		Option Item 8		1	0	0	0	0	0	
				2	0	0	0	0	0	
				3	0	0	0	0	0	
				4	0	0	0	0	0	
				5	6,336.85	6,970.53	7,667.59	8,434.34	9,277.28	
				6	7,500.00	8,250.00	9,075.00	9,982.50	10,980.75	
				7	461.00	507.10	557.81	613.59	674.85	
			JP	8						

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: JP

Date: 2/22/17

APPROVAL OF AWARD(S) (Bidder(s) and Price(s) attached where)

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)

JP

Page 4 of 6 Pages (6)

Number of Invitations Issued: 3
Number of Bids Received: 3

Phase II

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: MS GPA-014-17
Opening Date: 02/22/2017 Opening Time: 2:00 P.M.

Description of Supplies or Services: management, operation and maintenance of the Guam Power Authority Fuel Bulk Storage Facility

	BIDDER	Acceptance Time (Days)	DISCOUNT	ITEM NO.	Oth Excluded		Optional	Contract	Years		
				QTY	Breakdow						
				UNIT	Contract Year						
				DELIVERY	1	2	1	2	3		
				MFG							
2)	Tri Star Terminals Guam Inc			1	49,687.50	52,636.72	59,280.45	62,968.32	70,741.25		
				2	21,145.83	23,128.26	25,296.52	27,668.08	30,261.96		
				3	17,708.33	13,102.21	20,596.82	15,674.03	23,997.24		
				4	⊖	⊖	⊖	⊖	⊖		
				5	2,604.17	1,736.11	3,038.19	2,076.89	3,517.22		
				6	15,625.00	17,089.89	18,692.02	20,444.39	22,361.06		
				7	3,125.00	3,447.81	3,738.40	4,088.89	4,472.21		
				8	5,208.33	5,696.61	6,230.67	6,814.80	7,458.69		
				9	10,416.67	11,393.23	12,461.34	13,629.60	14,907.34		
				10	2,708.33	2,962.24	3,239.25	3,543.69	3,875.92		
				11	⊖	⊖	⊖	⊖	⊖		
				12	14,375.00	15,722.66	17,196.66	18,808.54	20,572.18		
				13	⊖	⊖	⊖	⊖	⊖		
				14	7,812.50	8,544.92	9,346.01	10,222.20	11,180.52		
				15	⊖	⊖	⊖	⊖	⊖		
				16	⊖	⊖	⊖	⊖	⊖		
				17	4,166.67	4,557.39	4,984.54	5,451.89	5,962.85		

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

Date: 2/22/17

APPROVAL OF AWARD(S) (Bidder(s) and Price(s) if limited amount)

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)

Number of Invitations Issued: 3
Number of Bids Received: 3

Phase II

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: MS GPA-014-17
Opening Date: 02/22/2017 Opening Time: 2:00 PM

Description of Supplies or Services: Management, operation and Maintenance of the Guam Power Authority Fuel Bulk Storage Facility

	BIDDER	Acceptance Time (Days)	DISCOUNT	ITEM NO.	Base Contract	Base Contract	OPTIONAL	Contract Years			
				QTY	1	2	1	2	3		
				UNIT							
				DELIVERY							
				MFG							
31	Vital		Item	1	635,436.85	635,436.85	635,436.85	635,436.85	635,436.85		
				2	113,200.00	113,200.00	113,200.00	113,200.00	113,200.00		
				3	26,000.00	26,000.00	26,000.00	26,000.00	26,000.00		
				4	46,600.00	46,600.00	46,600.00	46,600.00	46,600.00		
				5	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00		
				6	(103,051.67)	(103,051.67)	(103,051.67)	(103,051.67)	(103,051.67)		
			Total Price		733,185.18	733,185.18	733,185.18	733,185.18	733,185.18		
			Option Item 7		1,413,683.20	1,446,500.00	36,000.00	36,000.00	36,000.00		
			Option Item 8	1	0	0	0	0	0		
				2	0	0	0	0	0		
				3	0	0	0	0	0		
				4	0	0	0	0	0		
				5	0	0	0	0	0		
				6	0	0	0	0	0		
				7	0	0	0	0	0		
			JP	8							

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: 2/22/17

APPROVAL OF AWARD(S) (Bidder(s) and Price(s) Items) shown)

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)

[signature] JP

Page 1 of 6 Pages (6)

Number of Invitations Issued: 3
Number of Bids Received: 3

Phase II

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: IFB GPA-014-17
Opening Date: 02/22/2017 Opening Time: 2:00 P.M.

Description of Supplies or Services: management, operation and maintenance of the Guam Power Authority Fuel Bulk Storage Facility

	BIDDER	Acceptance Time (Days)	DISCOUNT	ITEM NO.	QTY	UNIT	DELIVERY	MFG
					Unbundled Breakdown	Contract Year	1	2	Optional 1	Contract 2	Years 3
3)	Vital			1			7,666.67	7,666.67	7,666.67	7,666.67	7,666.67
				2			4,200.00	4,200.00	4,200.00	4,200.00	4,200.00
				3			7,666.67	7,666.67	7,666.67	7,666.67	7,666.67
				4			3,833.33	3,833.33	3,833.33	3,833.33	3,833.33
				5			3,450.00	3,450.00	3,450.00	3,450.00	3,450.00
				6			2,750.00	2,750.00	2,750.00	2,750.00	2,750.00
				7			2,750.00	2,750.00	2,750.00	2,750.00	2,750.00
				8			2,100.00	2,100.00	2,100.00	2,100.00	2,100.00
				9			8,625.00	8,625.00	8,625.00	8,625.00	8,625.00
				10			25,200.-	25,200.-	25,200.-	25,200.-	25,200.-
				11			0	0	0	0	0
				12			14,400.-	14,400.-	14,400.-	14,400.-	14,400.-
				13			3,750.-	3,750.-	3,750.-	3750.-	3,750.-
				14			7,560.-	7,560.-	7,560.-	7,560.-	7,560.-
				15			3,600.-	3,600.-	3,600.-	3,600.-	3,600.-
				16			5,500.-	5,500.-	5,500.-	5,500.-	5,500.-
				17			0	0	0	0	0

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

(Signature)

Tabulated By

Date: 2/22/17

APPROVAL OF AWARD(S) (Bidder(s) and Price(s) shaded 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)

Exhibit B

Multi-Step IFB GPA-014-17
PRICE PROPOSAL ANALYSIS
Reference: GPA-014-17 Bid Abstract (see Exhibit A)

IP &E Proposal

Bid Price Proposal for Mandatory Items	Base Period-Year 1	Base Period-Year 2	1st Year Extn Option	2nd Year Extn Option	3rd Year Extn Option	2 YEAR BASE PERIOD (MANDATORY)	2 YEAR BASE + 3 YEAR EXTENSION OPTION
Item 1	$ 516,560.00	$ 532,056.80	$ 548,018.50	$ 564,459.06	$ 581,392.83	$ 1,048,616.80	$ 2,742,487.19
Item 2	$ 144,540.00	$ 148,876.20	$ 153,342.49	$ 157,942.76	$ 162,681.04	$ 293,416.20	$ 767,382.49
Item 3	$ 35,000.00	$ 36,050.00	$ 37,131.50	$ 38,245.45	$ 39,392.81	$ 71,050.00	$ 185,819.76
Item 4	$ 20,400.00	$ 21,012.00	$ 21,642.36	$ 22,291.63	$ 22,960.38	$ 41,412.00	$ 108,306.37
Item 5	$ 2,500.00	$ 2,575.00	$ 2,652.25	$ 2,731.82	$ 2,813.77	$ 5,075.00	$ 13,272.84
TOTAL (Items 1 thru 5)	***$ 719,000.00***	***$ 740,570.00***	***$ 762,787.10***	***$ 785,670.72***	***$ 809,240.83***	**$ 1,459,570.00**	**$ 3,817,268.65**
Item 6	$ 91,000.00	$ 93,730.00	$ 96,541.90	$ 99,438.16	$ 102,421.30	$ 184,730.00	$ 483,131.36
TOTAL (Items 1 thru 6)	**$ 810,000.00**	**$ 834,300.00**	**$ 859,329.00**	**$ 885,108.88**	**$ 911,662.13**	**$ 1,644,300.00**	**$ 4,300,400.01**

TRISTAR Proposal

Bid Price Proposal for Mandatory Items	Base Period-Year 1	Base Period-Year 2	1st Year Extn Option	2nd Year Extn Option	3rd Year Extn Option	2 YEAR BASE PERIOD (MANDATORY)	2 YEAR BASE PERIOD + 3 YEAR EXTENSION OPTION
Item 1	$ 514,322.92	$ 540,039.06	$ 567,041.02	$ 595,393.07	$ 625,162.72	$ 1,054,361.98	$ 2,841,958.79
Item 2	$ 156,128.75	$ 163,935.19	$ 172,131.95	$ 180,738.54	$ 189,775.47	$ 320,063.94	$ 862,709.90
Item 3	$ 36,458.33	$ 38,281.25	$ 40,195.31	$ 42,205.08	$ 44,315.33	$ 74,739.58	$ 201,455.30
Item 4	$ 16,515.68	$ 17,341.47	$ 18,208.54	$ 19,118.97	$ 20,074.91	$ 33,857.15	$ 91,259.57
Item 5	$ 15,191.88	$ 15,951.47	$ 16,749.04	$ 17,586.49	$ 18,465.82	$ 31,143.35	$ 83,944.70
TOTAL (Items 1 thru 5)	***$ 738,617.56***	***$ 775,548.44***	***$ 814,325.86***	***$ 855,042.15***	***$ 897,794.25***	**$ 1,514,166.00**	**$ 4,081,328.26**
Item 6	$ 154,583.33	$ 159,988.06	$ 184,101.53	$ 191,391.97	$ 219,304.04	$ 314,571.39	$ 909,368.93
TOTAL (Items 1 thru 6)	**$ 893,200.89**	**$ 935,536.50**	**$ 998,427.39**	**$ 1,046,434.12**	**$ 1,117,098.29**	**$ 1,828,737.39**	**$ 4,990,697.19**

VITAL Proposal

Bid Price Proposal for Mandatory Items	Base Period-Year 1	Base Period-Year 2	1st Year Extn Option	2nd Year Extn Option	3rd Year Extn Option	2 YEAR BASE PERIOD (MANDATORY)	2 YEAR BASE PERIOD + 3 YEAR EXTENSION OPTION
Item 1	$ 635,436.85	$ 635,436.85	$ 635,436.85	$ 635,436.85	$ 635,436.85	$ 1,270,873.70	$ 3,177,184.25
Item 2	$ 113,200.00	$ 113,200.00	$ 113,200.00	$ 113,200.00	$ 113,200.00	$ 226,400.00	$ 566,000.00
Item 3	$ 26,000.00	$ 26,000.00	$ 26,000.00	$ 26,000.00	$ 26,000.00	$ 52,000.00	$ 130,000.00
Item 4	$ 46,600.00	$ 46,600.00	$ 46,600.00	$ 46,600.00	$ 46,600.00	$ 93,200.00	$ 233,000.00
Item 5	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 30,000.00	$ 75,000.00
TOTAL (Items 1 thru 5)	***$ 836,236.85***	***$ 836,236.85***	***$ 836,236.85***	***$ 836,236.85***	***$ 836,236.85***	**$ 1,672,473.70**	**$ 4,181,184.25**
Item 6*	$ (103,051.67)	$ (103,051.67)	$ (103,051.67)	$ (103,051.67)	$ (103,051.67)	$ (206,103.34)	$ (515,258.35)
TOTAL (Items 1 thru 6)	**$ 733,185.18**	**$ 733,185.18**	**$ 733,185.18**	**$ 733,185.18**	**$ 733,185.18**	**$ 1,466,370.36**	**$ 3,665,925.90**

* Non-compliant with the requirements of Section 2.3 of the bid package as amended (see Exhibit C)

AMENDMENT NO. IV

Multi Step Bid GPA-014-17 Management, Operation and Maintenance of GPA's Fuel Bulk Storage Facility

VENDOR NAME:

IP&E Holdings, LLC. dba IP&E Guam

INSTRUCTIONS:

(1) Fill in highlighted fields below. Enter only Constant or Increasing Fees. Front-end Loaded or Decreasing Fees, Reimbursements and Exceptions not allowed.

(2) Contract Item 1 (Management and Administration Fees) should be exclusive of Contract Items 2 to 7.

(3) Contract item 6 ("Operation and Maintenance Budget (Required)") will be expanded in the "O&M Budget (Required)" tab.

(4) Contract Item 7 is for all O&M expenses in addition to the "O&M Budget (Required)". This will not be included in the evaluation of price proposal. If not submitting optional O&M items, please indicate "No Bid".

(5) Contract Item 8 are additional costs expected if complying with the Optional Insurance Requirements. If not submitting for any or all of the Optional Insurance Requirements (Contract Item 8 Optional Insurance Requirements), please indicate "No Bid."

(6) An entry of "0" or blank for any of the Contract Items mean Bidder does not expect to incur any costs pertaining to these items.

GPA has the option to award all, some or none of the CONTRACT ITEMS below.

		CONTRACT ITEMS (BREAKDOWN)	Contract Year		OPTIONAL Contract Years		
			1	2	1	2	3
MANDATORY	1	Management and Administration Fees (Include all expenses for staffing, office maintenance, expenses for utilities and communications, management fees and administration fees)	$ 516,560.00	$ 532,056.80	$ 548,018.50	$ 564,459.06	$ 581,392.83
	2	Security Contractor	$ 144,540.00	$ 148,876.20	$ 153,342.49	$ 157,942.76	$ 162,681.04
	3	Spill Response Company Membership Fees	$ 35,000.00	$ 36,050.00	$ 37,131.50	$ 38,245.45	$ 39,392.81
	4	Insurance Fees (Volume I - 5.41A)	$ 20,400.00	$ 21,012.00	$ 21,642.36	$ 22,291.63	$ 22,960.38
	5	Inventory - Environmental / Oil Spill Equipment *Oil Spill Response & Environmental Compliance (OPA 90, SPCC and FRP, etc.)	$ 2,500.00	$ 2,575.00	$ 2,652.25	$ 2,731.82	$ 2,813.77
	6	Operation and Maintenance Budget (REQUIRED) *PLEASE EXPAND AND PROVIDE INFORMATION IN "O&M Budget (Required)" tab/worksheet.	$ 91,000.00	$ 93,730.00	$ 96,541.90	$ 99,438.16	$ 102,421.30
		TOTAL PRICE PROPOSAL	$ 810,000.00	$ 834,300.00	$ 859,329.00	$ 885,108.87	$ 911,662.14
OPTIONAL		***OPTIONAL ITEMS:***					
	7	*Operation and Maintenance Budget (optional)* **PLEASE EXPAND AND PROVIDE INFORMATION IN "O&M Budget (optional)" tab/worksheet. These items are for O&M activities that the bidder may deem necessary for the fuel farm but is not included in the O&M Budget (REQUIRED). GPA and the Contractor will discuss these costs during the Contract Finalization period. THIS IS NOT INCLUDED IN THE EVALUATION OF PRICE PROPOSAL AND WILL BE ADDITIONAL INFORMATION ONLY.*	$ 15,000.00	$ -	$ -		$ -
		Total of Optional Operation and Maintenance Budget	$ 15,000.00	$ -	$ -	$ -	$ -
	8	*Optional Insurance Requirements (Volume I - 5.41B) - Additional Fees:*					
		In General Liability Policy, add waiver of subrogation in favor of GPA.	$ -	$ -	$ -		$ -
		In Auto Liability Policy, add waiver of subrogation in favor of GPA.	$ -	$ -	$ -		$ -
		In Excess Liability Policy, add waiver of subrogation in favor of GPA	$ -	$ -	$ -		$ -
		For Worker's Compensation and Employer's Liability, increase coverage from Statutory Limits to $1,000,000/$1,000,000	$ -	$ -	$ -		$ -
		For Pollution Liability Policy, increase coverage from $1,000,000 to $5,000,000 and add waiver of subrogation in favor of GPA.	$ -	$ -	$ -		$ -
		Include Professional Liability Policy in the amount of $1,000,000.	$ -	$ -	$ -		$ -
		Include Builder's Risk or Installation Floater.	$ -	$ -	$ -		$ -
		Total of Optional Insurance Requirements	$ -	$ -	$ -	$ -	$ -

Multi Step Bid GPA-014-17 Management, Operation and Maintenance of GPA's Fuel Bulk Storage Facility

VENDOR NAME:

Tristar Terminals Guam Inc

INSTRUCTIONS:

(1) Fill in highlighted fields below. Enter only Constant or Increasing Fees. Front-end Loaded or Decreasing Fees, Reimbursements and Exceptions not allowed.

(2) Contract Item 1 (Management and Administration Fees) should be exclusive of Contract Items 2 to 7.

(3) Contract item 6 ("Operation and Maintenance Budget (Required)") will be expanded in the "O&M Budget (Required)" tab.

(4) Contract Item 7 is for all O&M expenses in addition to the "O&M Budget (Required)". This will not be included in the evaluation of price proposal. If not submitting optional O&M items, please indicate "No Bid".

(5) Contract Item 8 are additional costs expected if complying with the Optional Insurance Requirements. If not submitting for any or all of the Optional Insurance Requirements (Contract Item 8 Optional Insurance Requirements), please indicate "No Bid."

(6) An entry of "0" or blank for any of the Contract Items mean Bidder does not expect to incur any costs pertaining to these items.

GPA has the option to award all, some or none of the CONTRACT ITEMS below.

		CONTRACT ITEMS (BREAKDOWN)	Contract Year		OPTIONAL Contract Years		
			1	2	1	2	3
MANDATORY	1	Management and Administration Fees (Include all expenses for staffing, office maintenance, expenses for utilities and communications, management fees and administration fees)	$ 514,322.92	$ 540,039.06	$ 567,041.02	$ 595,393.07	$ 625,162.72
	2	Security Contractor	$ 156,128.75	$ 163,935.19	$ 172,131.95	$ 180,738.54	$ 189,775.47
	3	Spill Response Company Membership Fees	$ 36,458.33	$ 38,281.25	$ 40,195.31	$ 42,205.08	$ 44,315.33
	4	Insurance Fees (Volume I - 5.41A)	$ 16,515.68	$ 17,341.47	$ 18,208.54	$ 19,118.97	$ 20,074.91
	5	Inventory - Environmental / Oil Spill Equipment *Oil Spill Response & Environmental Compliance (OPA 90, SPCC and FRP, etc.)	$15,191.88	$ 15,951.47	$ 16,749.04	$ 17,586.49	$ 18,465.82
	6	Operation and Maintenance Budget (REQUIRED) *PLEASE EXPAND AND PROVIDE INFORMATION IN "O&M Budget (Required)" tab/worksheet.	$ 154,583.33	$ 159,988.06	$ 184,101.53	$ 191,391.97	$ 219,304.04
		TOTAL PRICE PROPOSAL	$ 893,200.89	$ 935,536.50	$ 998,427.38	$ 1,046,434.12	$ 1,117,098.30
OPTIONAL		*OPTIONAL ITEMS:*					
	7	*Operation and Maintenance Budget (optional)* **PLEASE EXPAND AND PROVIDE INFORMATION IN "O&M Budget (optional)" tab/worksheet. These items are for O&M activities that the bidder may deem necessary for the fuel farm but is not included in the O&M Budget (REQUIRED). GPA and the Contractor will discuss these costs during the Contract Finalization period. THIS IS NOT INCLUDED IN THE EVALUATION OF PRICE PROPOSAL AND WILL BE ADDITIONAL INFORMATION ONLY.*	$ 20,000.00	$ 40,000.00	$ -	$ -	$ -
		Total of Optional Operation and Maintenance Budget	$ 20,000.00	$ 40,000.00	$ -	$ -	$ -
	8	*Optional Insurance Requirements (Volume I - 5.41B) - Additional Fees:*					
		In General Liability Policy, add waiver of subrogation in favor of GPA.	$ -	$ -	$ -	$ -	$ -
		In Auto Liability Policy, add waiver of subrogation in favor of GPA.	$ -	$ -	$ -	$ -	$ -
		In Excess Liability Policy, add waiver of subrogation in favor of GPA	$ -	$ -	$ -	$ -	$ -
		For Worker's Compensation and Employer's Liability, increase coverage from Statutory Limits to $1,000,000/$1,000,000	$ -	$ -	$ -	$ -	$ -
		For Pollution Liability Policy, increase coverage from $1,000,000 to $5,000,000 and add waiver of subrogation in favor of GPA.	$ 6,336.85	$ 6,970.53	$ 7,667.59	$ 8,434.34	$ 9,277.78
		Include Professional Liability Policy in the amount of $1,000,000.	$ 7,500.00	$ 8,250.00	$ 9,075.00	$ 9,982.50	$ 10,980.75
		Include Builder's Risk or Installation Floater.	$ 461.00	$ 507.10	$ 557.81	$ 613.59	$ 674.95
		Total of Optional Insurance Requirements	$ 14,297.85	$ 15,727.63	$ 17,300.40	$ 19,030.44	$ 20,933.48

Multi Step Bid GPA-014-17 Management, Operation and Maintenance of GPA's Fuel Bulk Storage Facility

VENDOR NAME:

Vital Energy Inc.

INSTRUCTIONS:

(1) Fill in highlighted fields below. Enter only Constant or Increasing Fees. Front-end Loaded or Decreasing Fees, Reimbursements and Exceptions not allowed.

(2) Contract Item 1 (Management and Administration Fees) should be exclusive of Contract Items 2 to 7.

(3) Contract item 6 ("Operation and Maintenance Budget (Required)") will be expanded in the "O&M Budget (Required)" tab.

(4) Contract Item 7 is for all O&M expenses in addition to the "O&M Budget (Required)". This will not be included in the evaluation of price proposal. If not submitting optional O&M items, please indicate "No Bid".

(5) Contract Item 8 are additional costs expected if complying with the Optional Insurance Requirements. If not submitting for any or all of the Optional Insurance Requirements (Contract Item 8 Optional Insurance Requirements), please indicate "No Bid."

(6) An entry of "0" or blank for any of the Contract Items mean Bidder does not expect to incur any costs pertaining to these items.

GPA has the option to award all, some or none of the CONTRACT ITEMS below.

		CONTRACT ITEMS (BREAKDOWN)	Contract Year		OPTIONAL Contract Years		
			1	2	1	2	3
MANDATORY	1	Management and Administration Fees (Include all expenses for staffing, office maintenance, management fees and administration fees)	$ 635,436.85	$ 635,436.85	$ 635,436.85	$ 635,436.85	$ 635,436.85
	2	Security Contractor	$ 113,200.00	$ 113,200.00	$ 113,200.00	$ 113,200.00	$ 113,200.00
	3	Spill Response Company Membership Fees	$ 26,000.00	$ 26,000.00	$ 26,000.00	$ 26,000.00	$ 26,000.00
	4	Insurance Fees (Volume I - 5.41A)	$ 46,600.00	$ 46,600.00	$ 46,600.00	$ 46,600.00	$ 46,600.00
	5	Inventory - Environmental / Oil Spill Equipment *Oil Spill Response and Environmental Compliance (OPA 90, SPCC, FRP, etc.)	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
	6	Operation and Maintenance Budget (REQUIRED) *PLEASE EXPAND AND PROVIDE INFORMATION IN "O&M Budget (Required)" tab/worksheet.	$ (103,051.67)	$ (103,051.67)	$ (103,051.67)	$ (103,051.67)	$ (103,051.67)
		TOTAL PRICE PROPOSAL	$ 733,185.18	$ 733,185.18	$ 733,185.18	$ 733,185.18	$ 733,185.18
OPTIONAL		*OPTIONAL ITEMS:*					
	7	*Operation and Maintenance Budget (optional)* **PLEASE EXPAND AND PROVIDE INFORMATION IN "O&M Budget (optional)" tab/worksheet. These items are for O&M activities that the bidder may deem necessary for the fuel farm but is not included in the O&M Budget (REQUIRED). GPA and the Contractor will discuss these costs during the Contract Finalization period. THIS IS NOT INCLUDED IN THE EVALUATION OF PRICE PROPOSAL AND WILL BE ADDITIONAL INFORMATION ONLY.*	$ 1,413,683.20	$ 1,446,500.00	$ 36,000.00	$ 36,000.00	$ 36,000.00
		Total of Optional Operation and Maintenance Budget	$ 1,413,683.20	$ 1,446,500.00	$ 36,000.00	$ 36,000.00	$ 36,000.00
	8	*Optional Insurance Requirements (Volume I - 5.41B) - Additional Fees:*					
OPTIONAL		*In General Liability Policy, add waiver of subrogation in favor of GPA.*	$ -	$ -	$ -	$ -	$ -
		In Auto Liability Policy, add waiver of subrogation in favor of GPA.	$ -	$ -	$ -	$ -	$ -
		In Excess Liability Policy, add waiver of subrogation in favor of GPA	$ -	$ -	$ -	$ -	$ -
		For Worker's Compensation and Employer's Liability, increase coverage from Statutory Limits to $1,000,000/$1,000,000	$ -	$ -	$ -	$ -	$ -
		For Pollution Liability Policy, increase coverage from $1,000,000 to $5,000,000 and add waiver of subrogation in favor of GPA.	$ -	$ -	$ -	$ -	$ -
		Include Professional Liability Policy in the amount of $1,000,000.	$ -	$ -	$ -	$ -	$ -
		Include Builder's Risk or Installation Floater.	$ -	$ -	$ -	$ -	$ -
		Total of Optional Insurance Requirements	$ -	$ -	$ -	$ -	$ -

GUAM POWER AUTHORITY
ATURIDAT ILEKTRESEDAT GUAHAN
P O BOX 2977, HAGATNA, GUAM 96932-2977

January 10, 2017

AMENDMENT NO.: IV

TO

INVITATION FOR MULTI-STEP BID NO.: GPA-014-17

FOR

MANAGEMENT, OPERATION, AND MAINTENANCE OF THE GUAM POWER AUTHORITY FUEL BULK STORAGE FACILITY

Prospective Bidders are hereby notified of the following changes and responses to inquiries received from IP&E Holdings, LLC dba: IP&E Guam dated December 13, 2016:

CHANGES:

Volume II: Technical and Functional Requirements

(1) Kindly ***REPLACE*** Section 2 Proposal Requirements Subsection 2.3 Price Proposal with:

2.3 Price Proposal

The Price Proposal is broken down into specific Contract Items, each of which the bidder should provide Price Proposals for. Each Item should be priced separately, and there shall be no double-charging. For example, if Technical Services are going to be included in the Management and Administration Fees, then these should not be included under O&M. Items 1 through 6 are required Contract Items for which BIDDER shall provide price proposal for. The BIDDER's Price Proposal Package shall contain Price Proposals for each of the Contract Items. GPA shall evaluate the Price Proposal, and will decide to award either all, none, or some of the Contract Items to the bidder.

Contract Item No. 1 shall include all costs associated with the general management, operation and maintenance of the fuel bulk storage facility, including all equipment, systems, installations and appurtenances. This shall also include staffing, utility fees, and all other expenses necessary in the management, operation and maintenance of the facility, unless already specified in items 2,3,4,5 or 6. Contract Item 1 will be reimbursed by GPA on a monthly basis, based on the Price Proposal (proposed Price for Contract Item 1 divided by 12 will be the monthly payment).

Contract Item Nos. 2 through 6 shall include costs associated with the description for each Contract Item. Contract Item 6 shall be illustrated or expanded further by the bidder in the "O&M Budget (Required)" worksheet, by illustrating how the total cost is divided among the O&M items required by GPA. Costs under Item 6 will include expected operation and maintenance expenses for items specified under "O&M Budget (Required)" for the BIDDER to complete routine operation and maintenance activities, including scheduled maintenance activities, preventive and corrective maintenance activities, and all tasks required to ensure compliance with environmental, local and federal regulations (such as those imposed by, but not limited to USEPA, Guam EPA, US Coast Guard, OPA and others). For Contract Items 2 through 6, costs shall be paid based on actual expenses accrued, not to exceed the amount indicated on the Price Proposal. CONTRACTOR will be required to present documents such as receipts along with the invoice to get reimbursed for the Security Contractor, Spill Response Company Membership Fees, Insurance Fees, Inventory Items and the O&M budget. Any expense exceeding the Price Proposal for Items 2 through 6 will be the responsibility of the CONTRACTOR.

If there are O&M items that the BIDDER would like to propose a budget for, but is not included in the "O&M Budget (Required)" list, the BIDDER will specify the total costs for these items under Item 7 of the BIDDER Data Entry form, and illustrate the breakdown of Item 7 under "O&M Budget (Optional)". ***GPA has included one (1) Major Operation and Maintenance Project on the list for Item 7: Tank 1934 and Tank 1935 API 653 Out of Service Inspection, as this is considered a Major Operation and Maintenance Activity instead of a Capital Improvement Project. Contractor may provide a cost proposal for this item under Item 7 "O&M Budget (Optional)". Should the Contractor provide a Price Proposal for this activity, the scope of work and details will be discussed upon award of the contract, and GPA will decide whether to award this activity to the Contractor or to undertake the activity as a separate project similar to a CIP.***

GPA also included Item 8 for the optional insurance requirements, which GPA may request from the bidder if or when requested by GPA's Finance Division.

Contract Items 7 and 8 will not be included in the evaluation of the lowest Price Proposal. Reimbursement for Contract Items 7 and 8 will follow the process for Contract Items 2 through 6, but should be pre-approved by GPA prior to commencement of contract or prior to the costs being incurred.

Capital Improvement Projects and Major Operation and Maintenance Activities will be budgeted separately as discussed in Volume II Section 3 of this Multi-Step Bid, and should not be included in the budget for each Contract Item specified.

Volume VI: Schedules

(1) Please replace Volume VI Table of Contents as follows:

Table of Contents

Schedule A	Fuel Specifications
Schedule B	Fuel Farm Facility Lay-Out and Tanguisson Pipeline Diagram
Schedule C	Refueling Schematic Diagram
Schedule D	Pump Specifications
Schedule E	Office Building Floor Plan
Schedule F	Organization Chart
Schedule G	Facility Response Plan (FRP)
Schedule H	Spill Prevention, Control & Countermeasure (SPCC)
Schedule I	Security Contractor Requirements
Schedule J	Tank System Operation and Maintenance Workplan
Schedule K	NPDES Permit
Schedule L	Tank In-Service Inspection Report

(2) Please attach **Schedule L Tank In-Service Inspection Report**

Price Proposal

Please replace Price Proposal with the one attached to Amendment IV.

The bidders are required to fill-out the worksheet with their Price Proposal.
For Item 6, CONTRACTOR is required to provide cost for each line item in the worksheet, "O&M (Required)", and each Line Item in the "O&M (Required)" worksheet shall be broken down further into separate activities, and expanded in the corresponding tab. For example, for Line Item 1 of the "O&M (Required)" tab, which refers to "O&M if Tank System (Tk 1934, Tk 1935, Diesel Tank, Sump, etc.)", total cost for each contract year shall be provide in the "O&M (Required)" tab, and this line item shall be broken down further into specific activities in the corresponding tab, which is "O&M 1".

Tristar's Inquiry dated 11/30/2016:

QUESTION:

5. Please provide the following CIPs and expected value for the entire contract period.

ANSWER:

*Please find **REVISED** response below, a correction from the response provided in Amendment II.*

GPA is planning for the following CIPs:

- *Rehabilitation of TEMES CT Diesel Pipleine*
- *Automatic Tank Gauging (ATG) System w/ Remote Monitoring*
- *Fuel Metering with Remote Monitoring*
- *Emergency Generator for the Main Pump Station*

Additionally, the following Major Operation and Maintenance Activity is being planned:

- *Tank 1934 and Tank 1935 API 653 Out of Service Inspection*

Please note that cost estimate for this Major O&M Activity was included in the "O&M (Optional) tab.

The CONTRACTOR is responsible for identifying and recommending to GPA any required capital improvement project and major operation and maintenance activities.

IP&E Holdings, LLC dba: IP&E Guam's Inquiry dated 12/13/2016:

QUESTION:

5. Can GPA provide copy of the latest SPCC Plan and Facility Response Plan?

ANSWER:

Kindly refer to Amendment II.

QUESTION:

6. Will the current oil spill equipment be handed over to the new Contractor?

ANSWER:

As required under Section 14 of the Contract, CONTRACTOR shall, on their own, purchase, maintain and operate or deploy all necessary oil spill equipment as required in the SPCC plan, as an in-house stock inventory.

QUESTION:

7. Can GPA provide the latest copy of the NPDES permit and its conditions and requirements?

ANSWER:

The NPDES permit has been submitted to the USEPA by the current CONTRACTOR, under review by USEPA and Guam EPA. The old permit is attached as Schedule K issued in Amendment II.

QUESTION:

8. Is the CONTRACTOR responsible for power and water consumption of the facility? If yes, how is this currently handled? Is there a separate meter for the facility?

ANSWER:

Yes, the CONTRACTOR is responsible for power and water consumption of the facility. The Fuel Bulk Storage Facility has a GPA and a GWA meter. The Utility Bills are included in the CONTRACTOR's Management and Administration Fees, which is Contract Item 1 in the Price Proposal.

QUESTION:

9. Is security at the facility required twenty-four (24) hours, seven days a week?

ANSWER:

Yes. Please also refer to Volume II Sections 3.12 and 4.2, and the amendments to this bid for the requirements regarding security.

QUESTION:

10. It is IP&E's understanding that the Tanguisson Plant is no longer in service. Will fuel transfers to the Tanguisson resume during the contract period?

ANSWER:

The Tanguisson Plant has been deactivated in 2015. However, full deactivation is still in progress. As of this time, fuel transfer to the plant is not being required.

QUESTION:

11. What is the Guam Power Authority's definition of CAPEX? Is there a minimum value for an activity or purchase to qualify as CAPEX.

ANSWER:

Please be guided by the SOP attached.

QUESTION:

12. The RFP states that CIP Projects will be handled by the Guam Power Authority and the Contractor/Operator will coordinate. Please elaborate on the coordination responsibilities of the contractor.

ANSWER:

GPA may elect to solicit proposals for bids or RFPs for the CIP projects for the facility. The Contractor/Operator will provide access to the facility and assist in the day-to-day accomplishment of the CIP. The Contractor/Operator will be the primary point of contact at the fuel farm and shall work with GPA (such as but not limited to, GPA's Engineering, Generation and SPORD divisions, as well as GPA Contractors) and shall implement proper facility control procedures to ensure that the Contractors authorized by GPA complies with all regulatory and safety requirements in executing and managing the project from commencement to completion.

QUESTION:

13. Do fuel receipts or fuel transfers take place during non-daylight hours?

ANSWER:

Yes, in particular, for receiving of bulk product. Please refer to Volume II Sections 3.2 and 3.3 for the requirements and details of fuel receipts and transfers.

All other Terms and Conditions in the bid package shall remain unchanged and in full force.

JOHN M. BENAVENTE, P.E.
General Manger

Exhibit D

Multi-Step IFB GPA-014-17
IP&E PRICE PROPOSAL

Bid Item	Bid Price Proposal for Mandatory Items	Base Period-Year 1	Base Period-Year 2	2 YEAR BASE PERIOD
1	Management and Administration Fees (Include all expenses for staffing, office maintenance, expenses for utilities and communications, management fees and administration fees)	$ 516,560.00	$ 532,056.80	$ 1,048,616.80
2	Security Contractor	$ 144,540.00	$ 148,876.20	$ 293,416.20
3	Spill Response Company Membership Fees	$ 35,000.00	$ 36,050.00	$ 71,050.00
4	Insurance Fees (Volume I - 5.41A)	$ 20,400.00	$ 21,012.00	$ 41,412.00
5	Inventory - Environmental / Oil Spill Equipment *Oil Spill Response & Environmental Compliance (OPA 90, SPCC and FRP, etc.)	$ 2,500.00	$ 2,575.00	$ 5,075.00
	Subtotal	*$ 719,000.00*	*$ 740,570.00*	*$ 1,459,570.00*
	Monthly fees	*$ 59,916.67*	*$ 61,714.17*	
6	Operation and Maintenance Budget (REQUIRED)	$ 91,000.00	$ 93,730.00	$ 184,730.00
TOTAL MANDATORY BID (ITEMS 1 THRU 6)		**$ 810,000.00**	**$ 834,300.00**	**$ 1,644,300.00**

Bid Item	Bid Price Proposal for Optional Items	Base Period-Year 1	Base Period-Year 2	2 YEAR BASE PERIOD
7	*Operation and Maintenance Budget (optional) *PLEASE EXPAND AND PROVIDE INFORMATION IN "O&M Budget (optional)" tab/worksheet. These items are for O&M activities that the bidder may deem necessary for the fuel farm but is not included in the O&M Budget (REQUIRED). GPA and the Contractor will discuss these costs during the Contract Finalization period. THIS IS NOT INCLUDED IN THE EVALUATION OF PRICE PROPOSAL AND WILL BE ADDITIONAL*	$ 15,000.00	$ -	$ 15,000.00
8	*Optional Insurance Requirements (Volume I - 5.41B) - Additional Fees:*	$ -	$ -	$ -
	In General Liability Policy, add waiver of subrogation in favor of GPA.			
	In Auto Liability Policy, add waiver of subrogation in favor of GPA.			
	In Excess Liability Policy, add waiver of subrogation in favor of GPA			
	For Worker's Compensation and Employer's Liability, increase coverage from Statutory Limits to $1,000,000/$1,000,000			
	For Pollution Liability Policy, increase coverage from $1,000,000 to $5,000,000 and add waiver of subrogation in favor of GPA.			
	Include Professional Liability Policy in the amount of $1,000,000.			
	Include Builder's Risk or Installation Floater.			
TOTAL OPTIONAL BID (ITEMS 7 THRU 8)		**$ 15,000.00**	**$ -**	**$ 15,000.00**

Bid Price Proposal for Mandatory & Optional Items	Base Period-Year 1	Base Period-Year 2	2 YEAR BASE PERIOD
TOTAL MANDATORY & OPTIONAL BID(ITEMS 1 THRU 8)	**$ 825,000.00**	**$ 834,300.00**	**$ 1,659,300.00**

AMENDMENT NO. IV

Multi Step Bid GPA-014-17 Management, Operation and Maintenance of GPA's Fuel Bulk Storage Facility

VENDOR NAME:

IP&E Holdings, LLC. dba IP&E Guam

INSTRUCTIONS:

(1) Fill in highlighted fields below. Enter only Constant or Increasing Fees. Front-end Loaded or Decreasing Fees, Reimbursements and Exceptions not allowed.

(2) Contract Item 1 (Management and Administration Fees) should be exclusive of Contract Items 2 to 7.

(3) Contract item 6 ("Operation and Maintenance Budget (Required)") will be expanded in the "O&M Budget (Required)" tab.

(4) Contract Item 7 is for all O&M expenses in addition to the "O&M Budget (Required)". This will not be included in the evaluation of price proposal. If not submitting optional O&M items, please indicate "No Bid".

(5) Contract Item 8 are additional costs expected if complying with the Optional Insurance Requirements. If not submitting for any or all of the Optional Insurance Requirements (Contract Item 8 Optional Insurance Requirements), please indicate "No Bid."

(6) An entry of "0" or blank for any of the Contract Items mean Bidder does not expect to incur any costs pertaining to these items.

GPA has the option to award all, some or none of the CONTRACT ITEMS below.

		CONTRACT ITEMS (BREAKDOWN)	Contract Year		OPTIONAL Contract Years		
			1	2	1	2	3
MANDATORY	1	Management and Administration Fees (Include all expenses for staffing, office maintenance, expenses for utilities and communications, management fees and administration fees)	$ 516,560.00	$ 532,056.80	$ 548,018.50	$ 564,459.06	$ 581,392.83
	2	Security Contractor	$ 144,540.00	$ 148,876.20	$ 153,342.49	$ 157,942.76	$ 162,681.04
	3	Spill Response Company Membership Fees	$ 35,000.00	$ 36,050.00	$ 37,131.50	$ 38,245.45	$ 39,392.81
	4	Insurance Fees (Volume I - 5.41A)	$ 20,400.00	$ 21,012.00	$ 21,642.36	$ 22,291.63	$ 22,960.38
	5	Inventory - Environmental / Oil Spill Equipment *Oil Spill Response & Environmental Compliance (OPA 90, SPCC and FRP, etc.)	$ 2,500.00	$ 2,575.00	$ 2,652.25	$ 2,731.82	$ 2,813.77
	6	Operation and Maintenance Budget (REQUIRED) *PLEASE EXPAND AND PROVIDE INFORMATION IN "O&M Budget (Required)" tab/worksheet.	$ 91,000.00	$ 93,730.00	$ 96,541.90	$ 99,438.16	$ 102,421.30
		TOTAL PRICE PROPOSAL	$ 810,000.00	$ 834,300.00	$ 859,329.00	$ 885,108.87	$ 911,662.14
OPTIONAL		***OPTIONAL ITEMS:***					
	7	*Operation and Maintenance Budget (optional)* **PLEASE EXPAND AND PROVIDE INFORMATION IN "O&M Budget (optional)" tab/worksheet. These items are for O&M activities that the bidder may deem necessary for the fuel farm but is not included in the O&M Budget (REQUIRED). GPA and the Contractor will discuss these costs during the Contract Finalization period. THIS IS NOT INCLUDED IN THE EVALUATION OF PRICE PROPOSAL AND WILL BE ADDITIONAL INFORMATION ONLY.**	$ 15,000.00	$ -	$ -		$ -
		Total of Optional Operation and Maintenance Budget	$ 15,000.00	$ -	$ -	$ -	$ -
	8	*Optional Insurance Requirements (Volume I - 5.41B) - Additional Fees:*					
		In General Liability Policy, add waiver of subrogation in favor of GPA.	$ -	$ -	$ -		$ -
		In Auto Liability Policy, add waiver of subrogation in favor of GPA.	$ -	$ -	$ -		$ -
		In Excess Liability Policy, add waiver of subrogation in favor of GPA	$ -	$ -	$ -		$ -
		For Worker's Compensation and Employer's Liability, increase coverage from Statutory Limits to $1,000,000/$1,000,000	$ -	$ -	$ -		$ -
		For Pollution Liability Policy, increase coverage from $1,000,000 to $5,000,000 and add waiver of subrogation in favor of GPA.	$ -	$ -	$ -		$ -
		Include Professional Liability Policy in the amount of $1,000,000.	$ -	$ -	$ -		$ -
		Include Builder's Risk or Installation Floater.	$ -	$ -	$ -		$ -
		Total of Optional Insurance Requirements	$ -	$ -	$ -	$ -	$ -

EXHIBIT E

FUEL FARM CONTRACT SUMMARY
Contracts to date

CONTRACT NO.	CONTRACTOR	CONTRACT PERIOD	CONTRACT EXTENSION	COST ($/Month)
GPA-RFP-94-010	PEDCO	JAN 01, 1995 to DEC 31, 1996	None	$35,000.00 + GRSL Expenses
GPA-RFP-94-010	Peterra, Inc.	JAN 01, 1996 to APR 02, 1998	MAY 03, 1998 to APR 30, 2001	$35,000.00 + GRSL Expenses
GPA-014-01	Peterra, Inc.	MAY 01, 2001 to APR 30, 2004	MAY 01, 2004 to APR 30, 2007	$ 59,000.00 (All Inclusive)
GPA-008-07	Peterra, Inc.	MAY 01, 2007 to APR 30, 2009	MAY 01, 2009 to APR 30, 2011 (2 yrs ext)	$ 54,356.00 (All Inclusive)
			MAY 01, 2011 to NOV 30, 2011 (7 months ext)	$55,856.00 (All inclusive-adjusted for utilities)
			DEC 01, 2011 to MAY 31, 2012 (6 months ext)	$66,227.27 (all inclusive – adjusted for DOL rates)
GPA-030-12	Vital Energy, Inc.	JUN 01, 2012 to MAY 30, 2015	JUN 01, 2015 to MAY 31, 2017 (2 yrs ext)	~ $59,751.95 (All Inclusive)
GPA-014-17	Under IFB	JUN 01, 2017 to MAY 30, 2019		~ $59,916.67 (All Inclusive) If awarded to IP&E

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

Issues for Decision

Resolution No. 2017-11:

RELATIVE TO THE RATIFICATION OF ADDITIONAL EXPENSES FOR AGGREKO'S TEMPORARY POWER SERVICES

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

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. Expenses were deemed immediately necessary in order to expedite the commissioning of the units due to generation capacity shortfall.

Where is the location?
Yigo

How much will it cost?
$540,213.90

What is its funding source?
Insurance Proceeds

CONSOLIDATED
COMMISSION ON UTILITIES
Guam Power Authority • Guam Waterworks Authority
P.O.BOX 2977 • Agana,Guam 96932

RESOLUTION NO. 2017–11

RATIFICATION OF ADDITIONAL EXPENSES FOR AGGREKO'S TEMPORARY POWER SERVICES

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, GPA had approved change orders for the total amount of $540,213.90 for additional work necessary for the plant construction completion and operation (Exhibit A); and

WHEREAS, the total change order amount had exceeded the GM's authority of $250,000.00; and

WHEREAS, GPA is requesting for approval to ratify the additional expenses in the amount of $540,213.90. Expenses were deemed immediately necessary in order to expedite the commissioning of the units due to generation capacity shortfall.

NOW, THEREFORE, BE IT RESOLVED, by the CONSOLIDATED COMMISSION ON UTILITIES as follows:

1. GPA to increase the additional expenses with Aggreko in the amount of $540,213.90 is hereby approved.

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 18th day of April 2017.

Certified by: **Attested by:**

JOSEPH T. DUENAS
CHAIRMAN

J. GEORGE BAMBA
SECRETARY

I, J. George Bamba, Secretary for the Consolidated Commission on Utilities do hereby certifies as follow:

The foregoing is a full, true, and correct copy of the resolution duly adopted at a regular meeting of the members of Guam's Consolidated Commission on Utilities, duly and legally held at the meeting place thereof on April 18, 2017, at which meeting of all said members had due notice and at which at least a majority thereof were present;

At said meeting said resolution was adopted by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

EXHIBIT A

Summary of Invoices - Aggreko

INVOICE		Period Covered		CAPACITY	ENERGY CONVERSION	Fixed	Transit		Other Agreed-upon Costs		Total
Date	Number	From	To	CHARGE	CHARGE	O&M	Charge	Penalties	Change Order	Amount	Invoice
2/10/2016	ASIA/16/0034			$ -	$ -	$ -	$ -		Fire Lane	$249,000.00	$ 249,000.00
2/10/2016	ASIA/16/0036	1/9/2016	2/7/2016	$ 692,400.00	$ 55,994.00	$ 185,630.00	$ 104,456.00	$ (161,329.00)		$ -	$ 877,151.00
3/10/2016	ASIA/16/0053	2/8/2016	3/8/2016	$ 692,400.00	$ 82,456.00	$ 185,630.00	$ 104,456.00			$ -	$ 1,064,942.00
4/12/2016	ASIA/16/0077	3/9/2016	4/7/2016	$ 692,400.00	$ 107,466.00	$ 185,630.00	$ 104,456.00		Metering/Control Cabling	$ 19,628.00	$ 1,109,580.00
5/16/2016	ASIA/16/0101	4/8/2016	5/7/2016	$ 692,400.00	$ 91,740.00	$ 185,630.00	$ 104,456.00		Replacement of Fuel Meter and Construction of Ramp	$ 62,416.70	$ 1,136,642.70
6/8/2016	ASIA/16/0117	5/8/2016	6/6/2016	$ 692,400.00	$ 63,360.00	$ 185,630.00	$ 104,456.00			$ -	$ 1,045,846.00
7/7/2016	ASIA/16/0132	6/7/2016	7/6/2016	$ 692,400.00	$ 84,502.00	$ 185,630.00	$ 104,456.00			$ -	$ 1,066,988.00
8/8/2016	ASIA/16/0149	7/7/2016	8/5/2016	$ 692,400.00	$ 91,555.20	$ 185,630.00	$ 104,456.00			$ -	$ 1,074,041.20
9/6/2016	ASIA/16/0172	8/6/2016	9/4/2016	$ 692,400.00	$ 109,212.40	$ 185,630.00	$ 104,456.00			$ -	$ 1,091,698.40
10/10/2016	ASIA/16/0172	9/5/2016	10/4/2016	$ 692,400.00	$ 89,000.30	$ 185,630.00	$ 104,456.00				$ 1,071,486.30
				$ 6,231,600.00	$ 775,285.90	$ 1,670,670.00	$ 940,104.00	$ (161,329.00)		$331,044.70	$ 9,787,375.60
11/10/2016	ASIA/16/0223	10/5/2016	11/3/2016	$ 692,400.00	$ 63,360.00	$ 185,630.00	$ 104,456.00			$ -	$ 1,045,846.00
12/10/2016	ASIA/16/0253	11/4/2016	12/3/2016	$ 692,400.00	$ 63,360.00	$ 185,630.00	$ 104,456.00			$ -	$ 1,045,846.00
1/9/2017	ASIA/17/0007	12/4/2016	1/2/2017	$ 692,400.00	$ 81,217.80	$ 185,630.00	$ 104,456.00			$ -	$ 1,063,703.80
1/9/2017	ASIA/17/0008	1/3/2017	1/8/2017	$ 138,480.00	$ 12,672.00	$ 37,126.00	$ 20,891.20			$ -	$ 209,169.20
				$ 2,215,680.00	$ 220,609.80	$ 594,016.00	$ 334,259.20	$ -		$ -	
	Temporary Power Services Contract			$ 8,447,280.00		$ 2,264,686.00	$ 1,274,363.20			$331,044.70	**$ 12,317,373.90**
	Amount authorized in PUC Order										$ 11,781,392.00
	Twelve Months Energy Conversion Charge				$ 995,895.70			$ (161,329.00)	$ -		**$ 535,981.90**
	Change Orders and Period of 1/3 to 1/8/2017										**$ 540,213.90**

CONSOLIDATED COMMISSION ON UTILITIES

Guam Power Authority • Guam Waterworks Authority
P.O.BOX 2977 • Agana,Guam 96932

Regular Board Meeting
CCU Conference Room, Gloria B. Nelson Public Service Building
5:30 p.m., March 21, 2017

MINUTES

1. **CALL TO ORDER**

The Chairman called the regular monthly meeting of March 21, 2017 to order at 5:33 p.m. He announced that four (4) Commissioners were present and there was a quorum. Comm. Guthertz is absent and excused.

Others present at the meeting include:

Commissioners:

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

Executive Mgmt.:

John Benavente	GM / GPA
Miguel Bordallo	GM / GWA
Melinda Camacho	AGMO / GPA
Cora Montellano	CFO (A) / GPA
Greg Cruz	CFO / GWA
Graham Botha	Staff Attorney / GPA

Management & Staff:

Paul Kemp	AGM Compliance & Safety / GWA
Vangie Lujan	Compliance & Safety / GWA
Ron Topasna	GWA
Heidi Ballendorf	PIO / GWA
Art Perez	PIO / GPA
Joyce Sayama	Mgmt. Analyst / GPA Ex. Office
Kathy Beleno	Mgmt. Analyst / GWA Ex. Office
Lou Sablan	Board Secretary / CCU
Dave Fletcher	GWA
Vicente Pangelinan	GWA

Guest:

Angelica Perez	AM Insurance
Annmarie Muna	AM Insurance
Andy Niven	PUC
Nestor Licanto	KUAM
Kurt Bilz	Brown & Caldwell
George Watson	Brown & Caldwell

2. **APPROVAL OF MINUTES**

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

Comm. Bamba motioned to approve the Minutes; Comm. Sanchez seconded, There was no further discussion or objection and the motion carried unanimously.

3. **COMMUNICATIONS**

3.1 Public Comments - None

4. **NEW BUSINESS**

4.1 GPA

4.1.1 GM Report Update

1. System Capacity Recovery Plan:

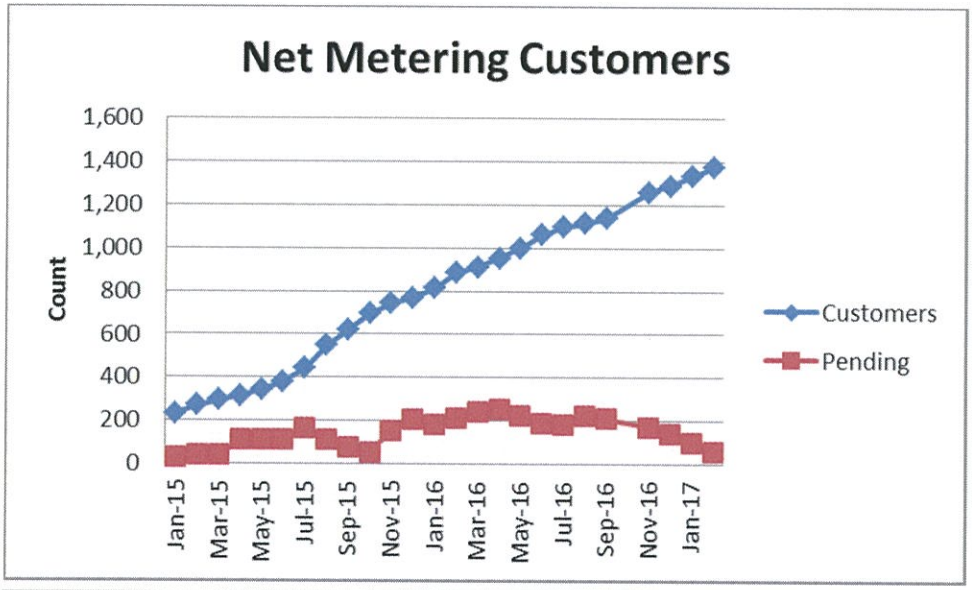
- The Dededo Combustion Turbine 40 MW Plant is scheduled to be commissioned by March 31st, 2017. Attachment A provided herein summarizes some latest activities of the rehabilitation. The plant commissioning will complete our capacity recovery plan effort and anticipate a commissioning ceremony sometime in April or May.
- The following summarizes our current reserve capacity for March:

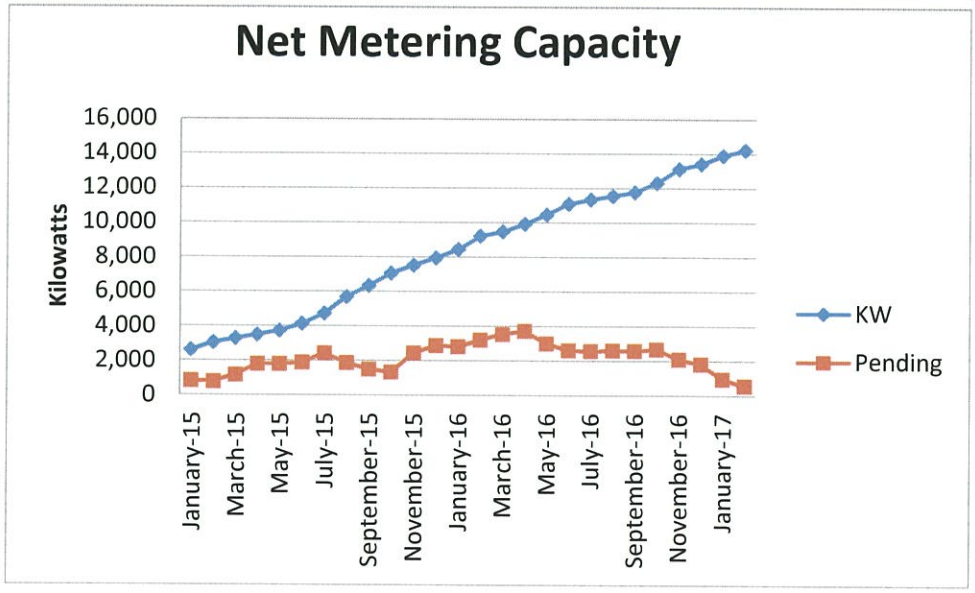
IWPS Reserve Capacity for March 2017

MW Capacity Available (March 15, 2017)		348
Expected MW Peak Demand for March		245
Available MW Reserve Capacity		**103**

Description:	**Count**	**Kw**
Active	**1,374**	**14,202**
Pending	59	581
Totals:	1,433	14,783

Service:	**Count**	**KW**	**Kw/Customer**
Residential	1,303	11,727	9.0
Others	71	2,475	34.9
Total:	1,374	14,202	10.3
% Residential	**94.8%**	**82.6%**	
Estimated Full 12 Months Revenue Impact:	**$2,642,193**		
Cumulative Revenue Impact FY2009 to FY 2016	**$3,273,966**		


Net Metering Customers
Count
1,600
1,400
1,200
1,000
800
600
400
200
0
Jan-15
Mar-15
May-15
Jul-15
Sep-15
Nov-15
Jan-16
Mar-16
May-16
Jul-16
Sep-16
Nov-16
Jan-17
Customers
Pending


Net Metering Capacity
Kilowatts
16,000
14,000
12,000
10,000
8,000
6,000
4,000
2,000
0
January-15
March-15
May-15
July-15
September-15
November-15
January-16
March-16
May-16
July-16
September-16
November-16
January-17
KW
Pending

Customer Count

Year	Total	Cumulative
2009	7	7
2010	2	9
2011	7	16
2012	27	43
2013	67	110
2014	96	206
2015	565	771
2016	527	1,298
2017	76	1,374

Customer KW

Year	Total	Cumulative
2009	39	39
2010	39	79
2011	44	122
2012	355	477
2013	808	1,285
2014	1,091	2,376
2015	5,831	8,208
2016	5,366	13,573
2017	629	14,202

Comm. Bamba asked if growth is steady the GM said that trend wise there is a decline in new net metering customers. Chairman Duenas added that he spoke to a net metering customer who said he really is not saving any money. Comm. Sanchez requested if management can determine the average residential rate for the past 25 years (from 12/2016 back 25 years). This will be a resource for information to help sellers and buyers determine if they are actually saving money on average. He would like this information posted on the CCU/GPA website and update it monthly or quarterly so it is clear. This will help sellers to be more honest. The Commission said history is very important. Acting CFO Montellano was tasked to create this date and upkeep the information regularly.

Renewable Energy Production Thru Feb 2017:

Energy Production Source:	Kwh
NRG Total Production beginning Oct 2015	71,681,593
Net Metering Estimated Production beginning Jan 2015	30,765,906
Wind Power Production beginning Jan 2016	585,055
Total Renewable Production	103,032,553

Fuel Oil Avoided:

Estimated System Fossil Fuel Heat Rate Kwh/Gal	15.5
Total Fuel Oil Gallons Avoided	6,647,261
Total Fuel Oil Barrels Avoided	**158,268**
Estimated Average $/BBL	$48.00
Fuel Cost Avoided	**$7,596,870.28**

Comm. Sanchez asked management for a breakdown on the make up of the above $7.6Million by class – wind, solar etc.. It was mentioned that this total is based from period 2015 forward; prior to 2015 it was very nominal.

2. **DSM Program:** Rebates thru March 1st 2017.



GPA to survey end use causes of the high energy users to determine best DSM to provide.

Residential Energy Sales Demographics:

KWH RANGE	Count	Min $	Max $	Cumulative	Comments
Below 0	884	$0.00	$0.00		
0-350	7,403	$0.00	$70.00		
351-500	**4,291**	**$70.20**	**$100.00**	**12,578**	**Lifeline Only**
501-750	7,681	$100.20	$150.00	20,259	
751-1000	7,221	$150.20	$200.00	27,480	Below 1,000Kwh
1001-2000	**13,887**	**$200.20**	**$400.00**		
2001-3000	**2,215**	**$400.20**	**$600.00**	**16,102**	**Between 1,000 to 3,000Kwh**

Target Group: 1,000 to 3,000 Kwh ($200 to $600 monthly)

Comm. Sanchez asked if management is working with PUC to amend the DSM program and does PUC have the list of products for approval. GM Benavente said he submitted a list already and that this matter is a work in progress. The goal is to increase the customer base. Comm. Sanchez asked if DSM incentive money include electric cars and battery storage. The GM said the latter is separate and is not part of the list at this time. At this point management is just looking at other energy efficient appliances only.

Comm. Sanchez said there are a lot of reasons why people do not take advantage of the DSM rebate program and it is important to look at other areas and what's the harm in designing another program to be included in this bucket of money. Other communities are using the same funds to include electric cars and behind the meter storage batteries. The GM said his thoughts are that people don't have the money to buy the equipment and proposed that GPA lend the funds to consumers to enable the purchase; commissions were adamantly against this idea (at this time) and said they are not interested due to nightmarish accounting process to monitor the program. Comm. Sanchez said bring me a sample of a utility currently financing the purchase of rebated items and then a discussion will take place.

Chairman Duenas said he agrees that some people are challenged to make the initial investment to purchase energy efficient appliances. The challenge is how to use the $1.4M to the best advantage to lower the demand on our system . He wants to know if the rebates are increased will that make a difference. The people who are going to buy battery storage have the means and the DSM program will incent them. Relative to electric cars, the Chairman said until the highway systems are equipped with related equipment to support electric cars it will be slow going.

Chairman Sanchez said he does not see them exclusive of each other. He said both electric car and behind the meter battery storage incentive program can be created alongside the current DSM program. When the rebate list was first created a study was made by the planning team to determine the actual rebate. There's a benefit to GPA but the incentive must be there. Good utility companies are doing this now and would like GPA to look at this and what the program would be like. The chairman asked GM Benavente to look at this; his respond was management will present the cars and battery DSM in May.

3. **Phase II Renewables Bid:**
   - Management continues the process of evaluating the low bids. The system impact study for the low bids has begun to insure bids have considered all infrastructure upgrades necessary to integrate their PV system into the grid. It appears that GPA could provide its recommendation for award at the April CCU meeting.

It was mentioned that the Phase II renewables were opened in January 17 and the review process has been ongoing since. Management said the conclusions will happen end of March and April for the determination.

4. **APPA Legislative Rally:** I attended this conference in Washington D.C. during the week of February 27th. As the CCU is aware, I was elected a board member for APPA last summer but unfortunately could not attend the new board orientation in October. I went thru the orientation this trip and in addition learned more about the different programs available to GPA thru APPA. I plan to have our managers review the different APPA programs and determine what opportunities

we could take advantage of. In addition, I attended seminars on tax exempt bonds and cyber security so as to update myself on the latest issues and developments in these areas.

GM Benavente said that the resolution on tonight's agenda asked CCU to approve asking Congresswoman to support the effort of APPA to ask Congress to not touch the tax exempt bonds during the budget process.

5. **APPA Safety Award:** GPA has received notification from APPA it has garnered the 3rd place safety award in its category of work hours between 250,000 to 999,999 man work hours. This is the 2nd year in a row GPA has received 3rd place recognition for its safety practices. I take pride in congratulating all employees for this excellent achievement in a most crucial area...**SAFETY FIRST!**

6. **Public Commission on Utilities Dockets:**
   - The following dockets were approved by the PUC at their February 23rd meeting:
     - GPA Docket 15-16, Award of Energy Storage Contract.
     - GPA Docket 17-16, Korea East West Power contract Extension.
     - GPA Docket 17-18, Diesel Fuel Procurement for Baseload and Peaking Plants.

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

DEDEDO CT #1 & #2
Return to Service

	Year Installed	N.P. Rate
Dededo C.T. #1	1992	23
Dededo C.T. #2	1994	22

DEDEDO CT #2

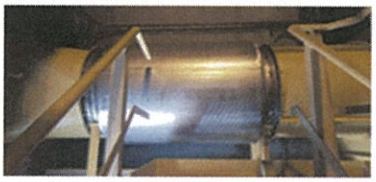
Ongoing

- Generator synchronized and loaded to 10 MW
- Black start diesel generator repairs and testing
- Repair of generator seal rings and coupling guard
- RO+EDI water within requirement (< 0.1 µS/cm)

March 21, 2017

- Conduct 100% power commissioning testing with generator at full load (22 MW)
- Test and calibrate water injection system during 100% power commissioning testing

DEDEDO CT #2



Air inlet Filter House new Scavenge Blower.



Refurbished Air inlet filter house. (interior)

DEDEDO CT #1

March 16th

- Full speed no load (FSNL) test

March 25th

- Synchronization to 10MW partial load

Pending

- 100% power full load commissioning testing including testing and calibration of water injection system

DEDEDO CT #1



New 480VAC MCC panel Switch Gear



New 13.8KV Metal Clad Panels



New Turbine Control System

DEDEDO CT #1



New Cooling Tower Structure
Construction of 8" berm wall ongoing as required by SPCC

DEDEDO CT #1



New Air Inlet Filter house Exterior hood.

DEDEDO CT FIRE PROTECTION

Fire Protection system certifications

March 15th

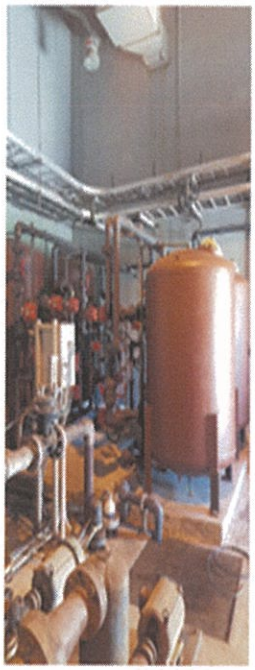
- Contractor will start testing of all fire protection systems

March 29th

- Forecasted completion for system certifications by FPE and GFD



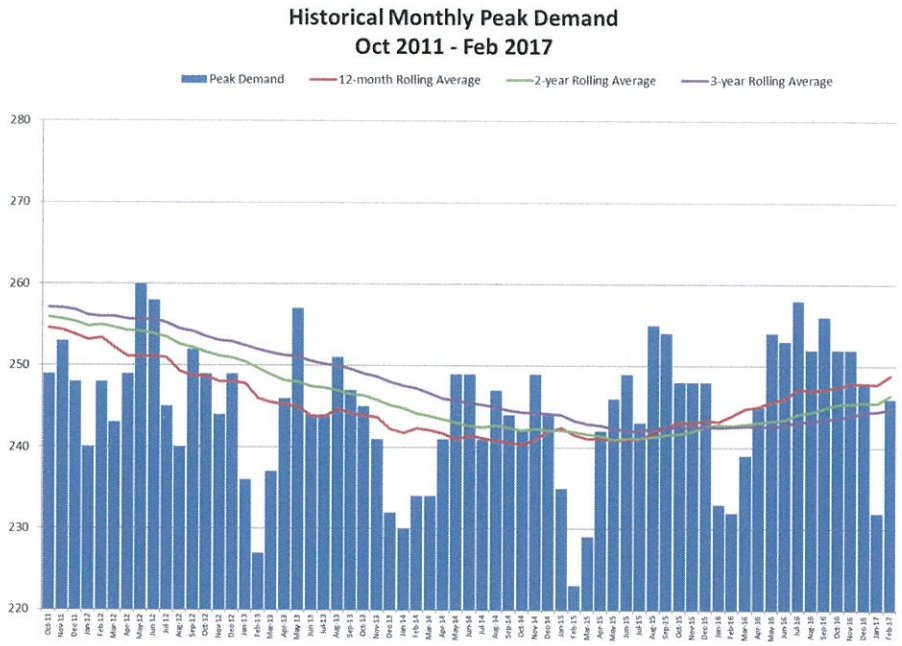
Fuel Tanks
Integrity testing complete and re-filled with ULSD fuel

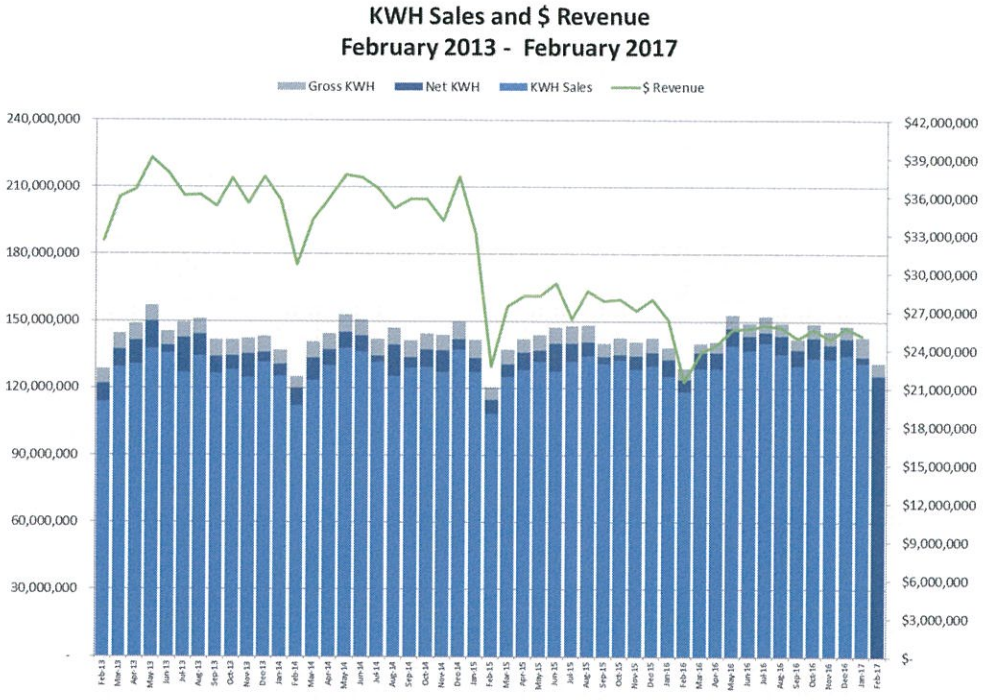


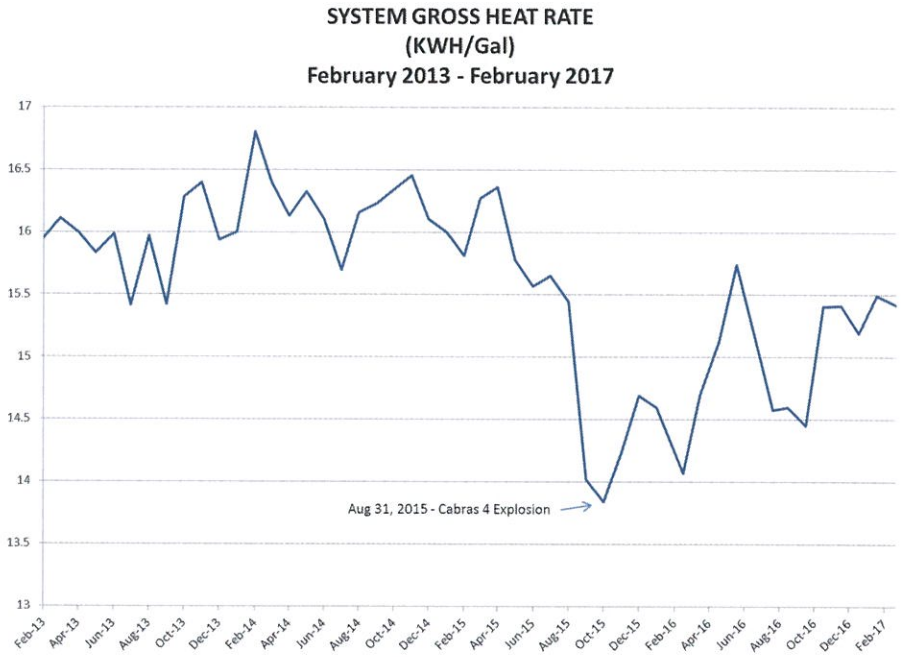
New Water Treatment System
Multimedia filters & Carbon Filters

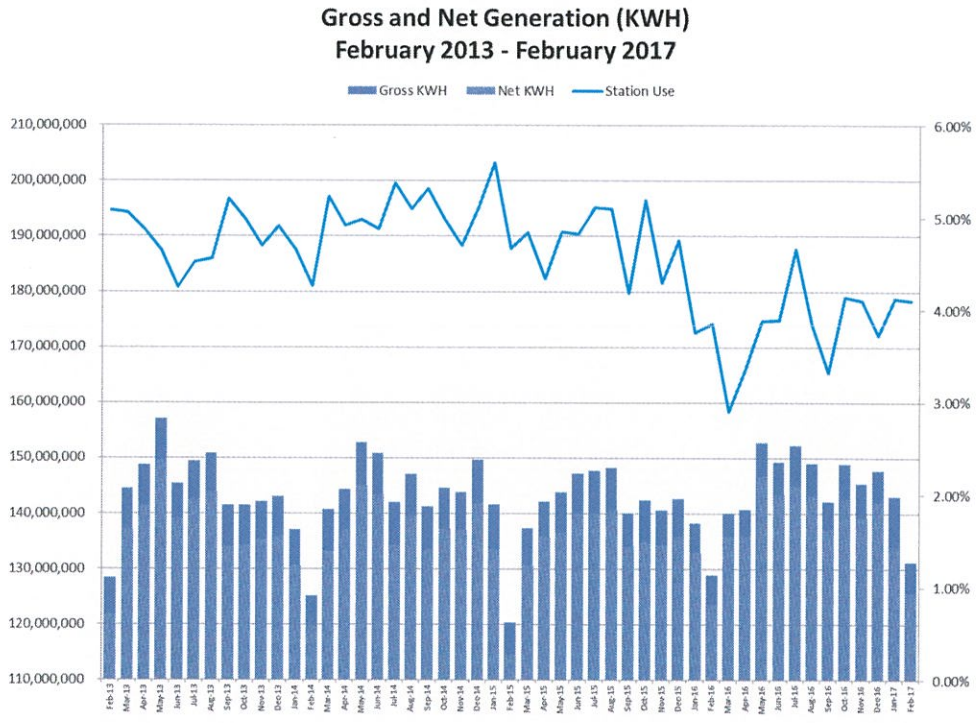


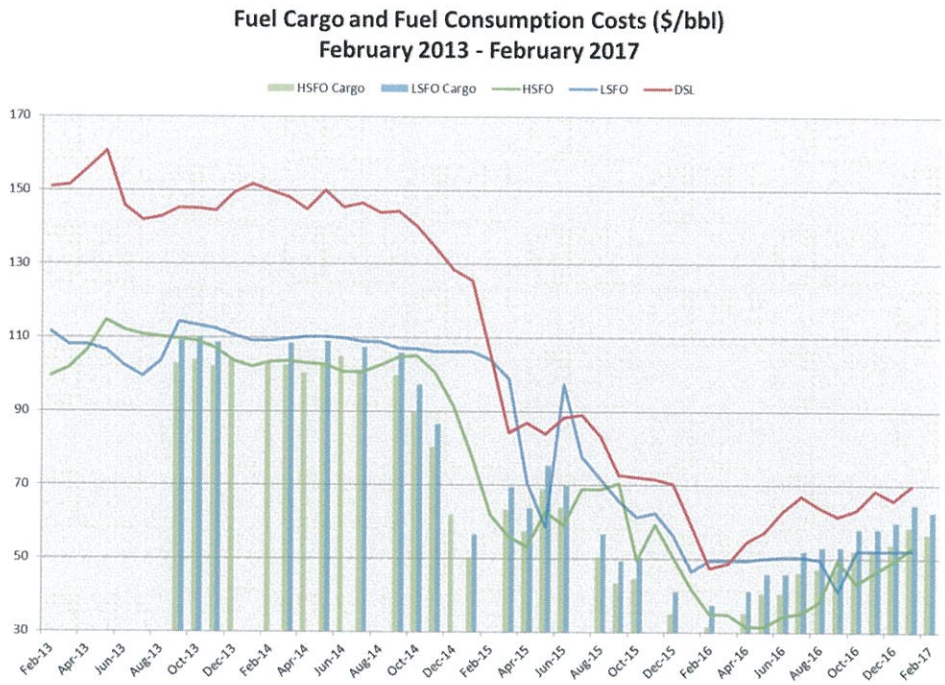
EDI sys supplied


Historical Monthly Peak Demand
Oct 2011 - Feb 2017
Peak Demand
12-month Rolling Average
2-year Rolling Average
3-year Rolling Average
280
270
260
250
240
230
220


KWH Sales and $ Revenue
February 2013 - February 2017
Gross KWH
Net KWH
KWH Sales
$ Revenue
240,000,000
210,000,000
180,000,000
150,000,000
120,000,000
90,000,000
60,000,000
30,000,000
$42,000,000
$39,000,000
$36,000,000
$33,000,000
$30,000,000
$27,000,000
$24,000,000
$21,000,000
$18,000,000
$15,000,000
$12,000,000
$9,000,000
$6,000,000
$3,000,000
$-


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


Gross and Net Generation (KWH)
February 2013 - February 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
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%



4.1.2 Financials

Acting CFO Montellano reported on January 2017 financials. For the month she reported_$1.2M Net income; 2.21 debt service coverage; 251 days in cash due to 32M in cash in January from insurance which was booked under account receivable (as directed by our auditors); under recovery 4.9M; LEAC rate up over-recovery $300k in February; sales is up 3% fs. 2.4 prior year; AR - everyone is caught up; collection rate is high

Discussion on insurance proceeds and how it was booked by auditor's under accounts receivable. Comm. Santos said he has never seen it booked this way and would like to see the related letter of instruction from them The concern is these funds are supposed to be restricted and there are related expenses that must be paid with these funds. Management will provide this to CCU once received.

Discussion on Accounts Receivable in particular FESTPAC related electrical bills. Management confirmed this is still outstanding and will update the Commission on status as it is paid down.

4.1.3 Resolution No. 2017-08 Relative to the Consolidated Commission on Utilities Expressing to Congress its Support of Tax Exempt Municipal Bonds

Congress is considering changes to the tax exempt municipal bonds program, and the Consolidated Commission on Utilities desires to advise Congress that it supports the tax exempt municipal bond program for both Guam Power Authority and Guam Waterworks Authority.

Both the American Public Power Association (APPA) and the American Water Works Association (AWWA) have requested that their member organizations ask house members in their congressional delegation to join in signing a letter in support of

municipal bonds. The CCU strongly supports these congressional efforts to ensure the tax exempt municipal bond program continues to allow for public financing by GPA and GWA

Comm. Bamba motioned to approve GPA Resolution 08-2017 and GWA Resolution 25-FY2017; Comm. Santos seconded. There was no further discussion or objection and the motion passed.

4.2 GWA

4.2.1 GM Report Update

1. Tumon Maui Well:

a. SCADA – issues and status
   i. GWA was able to get the software for the SCADA system.
   ii. GWA will now be able to make necessary adjustments to obtain data to better manage the system.

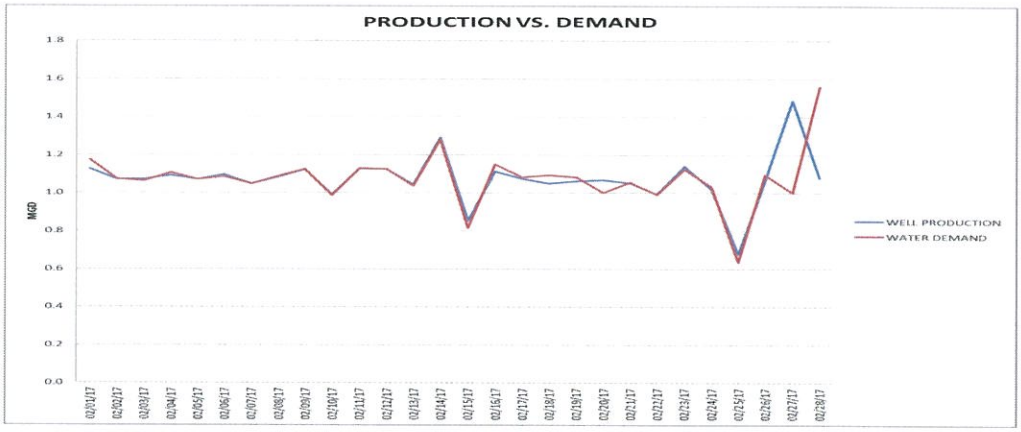
b. Power Line Status
   i. DOD needs to work with GPA to get the power issues resolved and transferred to GWA.

c. Inspection by DOD
   i. Performed on February 1, 2017. No major issues found.
   ii. Report will be completed and submitted to DOD.
   iii. Anticipate 3rd quarter inspection in April.

d. Renewal of license – DOD is preparing the paper work for the yearly license.

e. Potts Junction Intertie (Water Service)
   i. Target completion for service lateral installation by June (within one year of operation – full operation started on June 6th)

f. Production:
   i. Fairly consistent 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 January was **33,226,200 gallons.** Total Production in February was **30,085,400.**



2. **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.
        iv. NFM AM (Cynthia) will make a site visit for the easement documentation.
    b. Confirmed that MEC work is not required for construction of GWA waterline in this easement.
    c. Mixing zone study cooperation
        i. Successful completion of data gathering.
        ii. Anticipate report of findings and mixing zone proposal by end of March 2017.
3. **Santa Rosa Tank**
    a. GWA sent design for comment to Andersen; no response yet; anticipate more by next meeting.
    b. GWA working on first draft of the MOU
    c. 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 to work out with DON

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

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

OEA Grants – Guam Water-Wastewater Infrastructure Projects

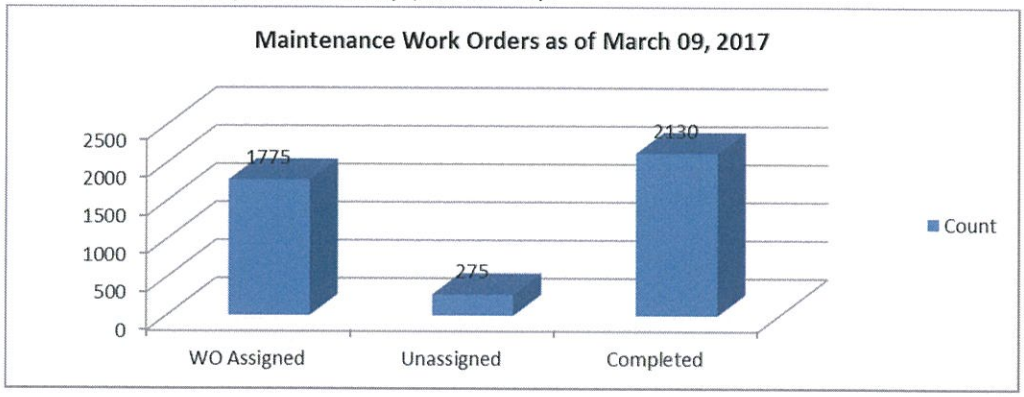
- PM/CM contract awarded; NTP issued.
  - Project Management Plan in progress
  - Outfall Diffuser design in progress
  - Sewer Interceptor – work kicks off this month
  - NDWWTP – RFP for designer in progress
- GWWIST meeting held in February in Guam.
  - Good progress with Outfall Diffuser coordination – addressed concerns with coral impacts
  - OEA clarified DON environmental review/coordination costs; alternative funding sought by OEA
  - NGLA and Interceptor locations reviewed/toured, well prioritization clarified

Action Item	Date (Target)	Date (Actual)	Status
Project Funds Available	~~Oct-15~~ / Jul-16	Aug-30-16	Completed
Land Acquisition	~~Sep-16 (?)~~ Jan-17	Jan-17 (Compensation pending)	On-target
Procure PM/CM Firm	~~Apr-16~~ / Jan-17	Jan-17 (NTP issued Feb-10)	Completed
Procure Design Firm	~~Oct-16 (?)~~ Jul-17		On-target
Design -- 30/60/90/Final -- Review	~~Nov-17~~ Jun-18		On-target
NEPA Analysis and Determination	~~Aug-17~~ Feb-17		Delayed
Procure Construction Firm	~~Jun~~Dec-18		On-target
Construction Complete/Commence Operations	Nov-21		On-target
Sewer line connection from MCB to GWA infrastructure	~~TBD (?)~~ 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 4,000 Work Orders issued so far.
- Over 2,000 Work Orders completed.
- Over 150 new assets registered into CMMS for various sites and facilities, to include our new Meter Test Facility and all its Bench Test equipment.
- 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).

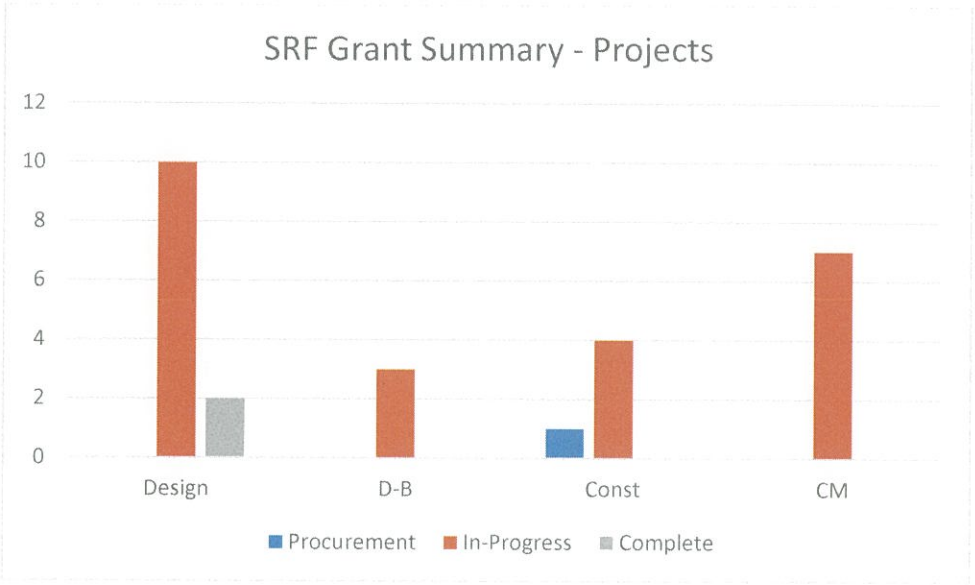


USEPA SRF Projects

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

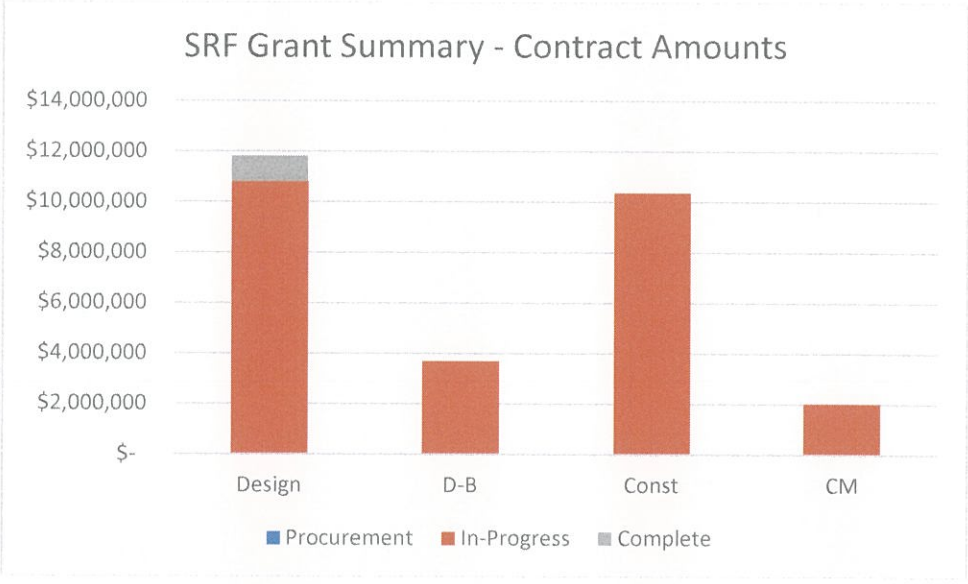
SRF Grant Summary - Projects

	Procurement	In-Progress	Complete	Totals	%
Design	0	10	2	12	44%
D-B	0	3		3	11%
Const	1	4		5	19%
CM	0	7		7	26%
Totals	1	24	2	27	
%	4%	89%	7%		



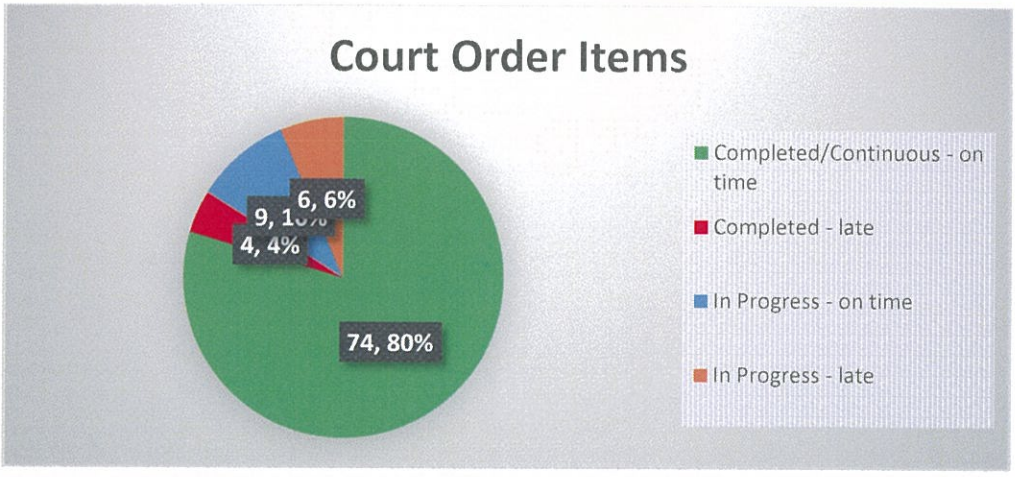
SRF Grant Summary - Contract Amounts

	Procurement	In-Progress	Complete	Totals	%
Design	$ -	$ 10,812,544	$ 994,468	$ 11,807,012	42%
D-B	$ -	$ 3,697,408		$ 3,697,408	13%
Const	$ -	$ 10,354,368		$ 10,354,368	37%
CM	$ -	$ 2,021,827		$ 2,021,827	7%
Totals	$ -	$ 27,087,935	$ 994,468	$ 27,880,615	
%	0%	96%	4%		



Court Order

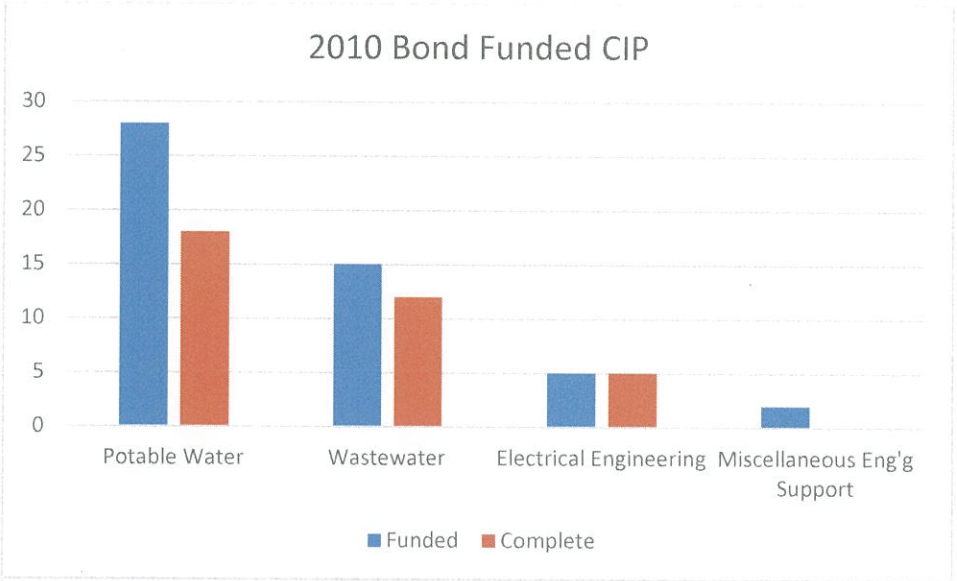
	Items	On-time Items Completed/Continuous	Items Delayed	Completed Late	Items on Schedule	Performance %
Court order total	93	74	6	4	9	93.5%

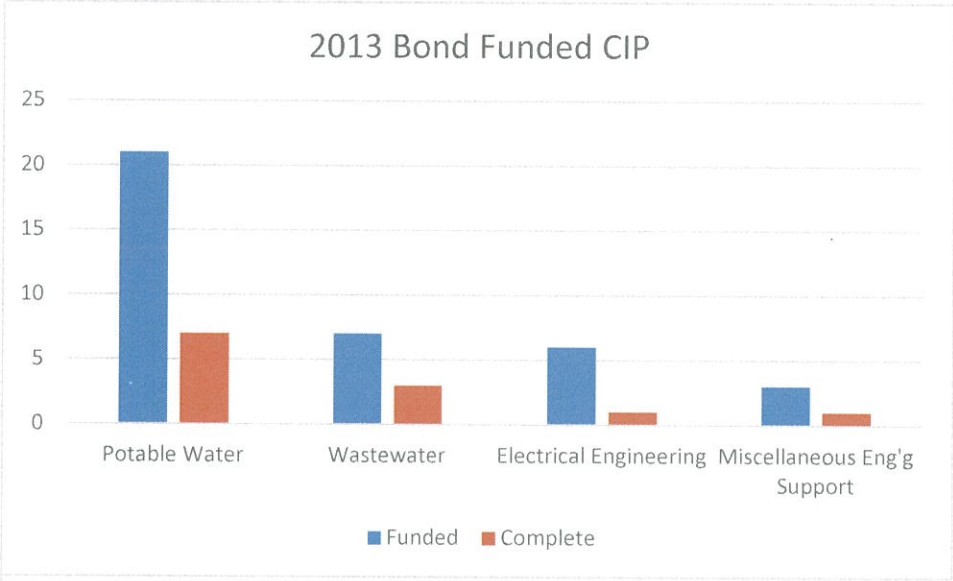


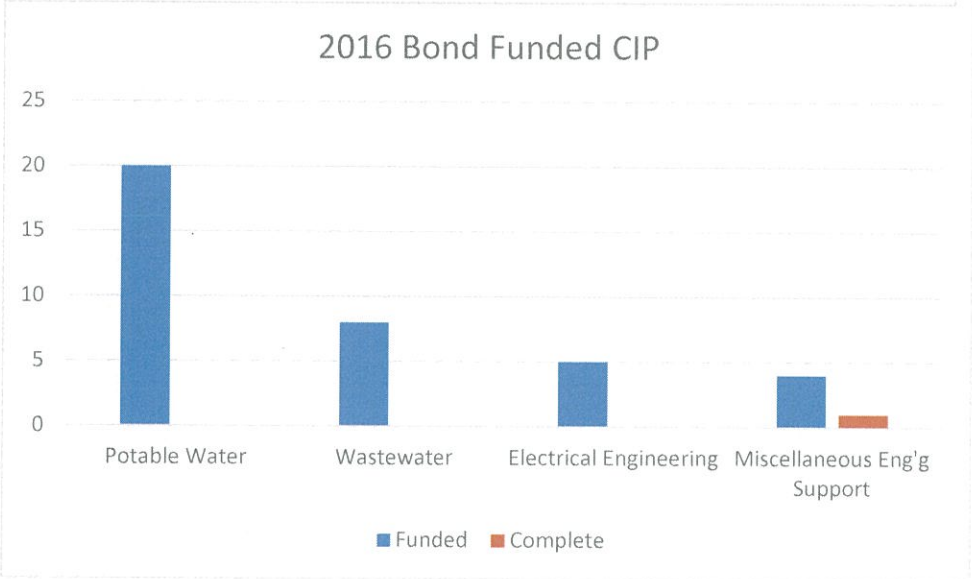
- 6 items delayed.
    - SSES (2 items)
    - Agat/SR System (2 items)
    - Cl Residual Monitors
    - Meters
- Final Date to complete all Court Order items is December 31, 2020.
- Overflow or Bypass events reported to USEPA – No events reported since February 21.
- The new Agat WWTP is starting up.

CIP Summary - Project Encumbrance

	2010 Bond		2013 Bond		2016 Bond			
	Funded	Complete	Funded	Complete	Funded	Complete	Total CIP Projects	%
Potable Water	28	18	21	7	20	0	35	54%
Wastewater	15	12	7	3	8	0	16	25%
Electrical Engineering	5	5	6	1	5	0	10	15%
Miscellaneous Eng'g Support	2	0	3	1	4	1	4	6%
Totals	50	35	37	12	37	1	65	100%
% of Total CIP by Fund Source	70%		32%		57%			
% of CIP Funding Completed		62%		32%		3%		

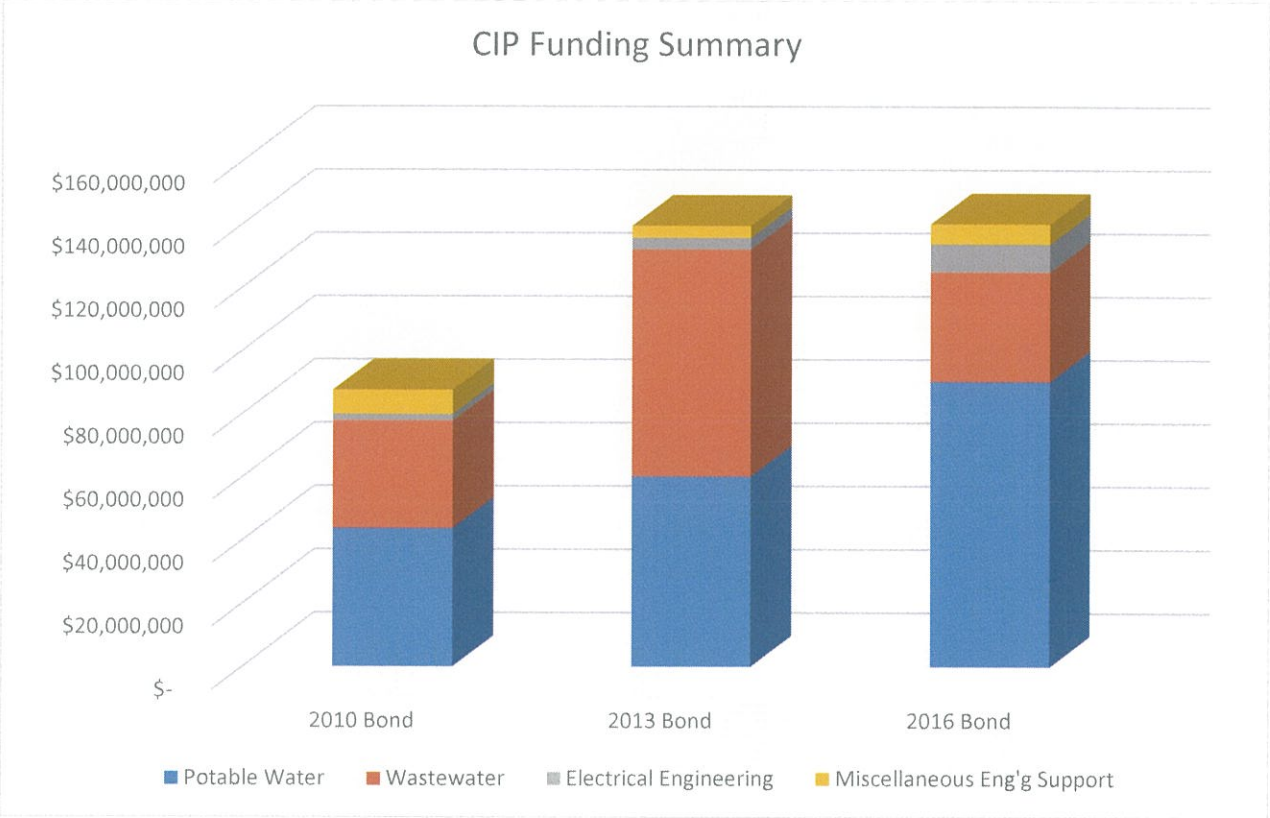

2010 Bond Funded CIP
30
25
20
15
10
5
0
Potable Water
Wastewater
Electrical Engineering
Miscellaneous Eng'g Support
Funded
Complete


2013 Bond Funded CIP
25
20
15
10
5
0
Potable Water
Wastewater
Electrical Engineering
Miscellaneous Eng'g Support
Funded
Complete


2016 Bond Funded CIP
25
20
15
10
5
0
Potable Water
Wastewater
Electrical Engineering
Miscellaneous Eng'g Support
Funded
Complete

CIP Summary - Project Amounts

	2010 Bond		2013 Bond		2016 Bond			
	Funded	%	Funded	%	Funded	%	Total CIP Projects	%
Potable Water	$ 43,671,000	50%	$ 58,317,117	42%	$ 64,647,830	46%	$ 166,635,947	45%
Wastewater	$ 34,070,000	39%	$ 73,837,883	53%	$ 60,227,170	43%	$ 168,135,053	46%
Electrical Engineering	$ 1,920,000	2%	$ 3,395,000	2%	$ 8,750,000	6%	$ 14,065,000	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

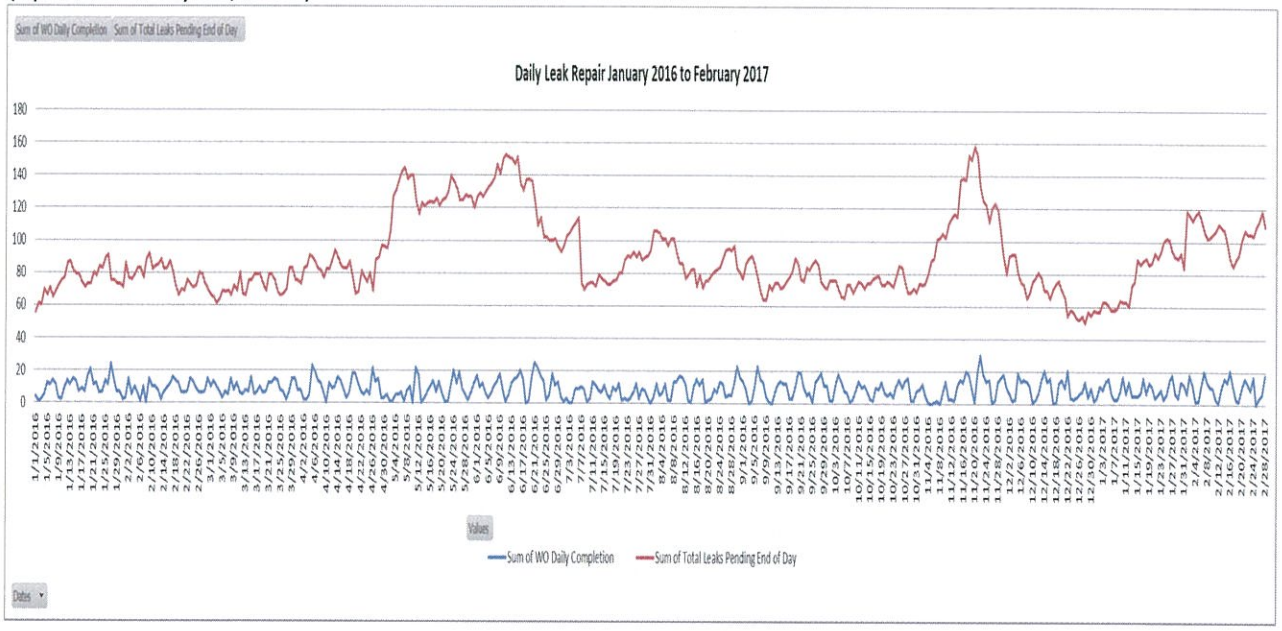
- ALC property for NDWWTP: Land acquisition passed under Public law 33-198.
- CLTC properties: See Land Acquisition chart below.
- Private properties needed for Court-order improvement projects: See Land Acquisition chart below.

GWA Facility	Location	Gov. or Private Property	Land Acquisition Status
	Ugum	Private	Relevant documentation sent 01/05/17 to legal for condemnation process.
	Manenggon	Private	Contract of sale sent to Verizon for signature 03/06/17.
	Santa Rita	Gov't. – CLTC	Survey map transmitted to DLM Director for signature on 02/24/17.
	Astumbo	Gov't. - CLTC	Survey map ongoing.
	Upper Tumon	Gov't. - CLTC	Survey parceling map finalized and recorded on 02/22/17.
	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 has no interest in selling.
Deep Well	Y-8	Gov't. - CLTC	GWA has scheduled survey services with DCA. GWA working to obtain appraisal services.
	AG-12	Dept. of Agriculture/Manhita Farms	GWA has scheduled survey services with DCA. GWA working to obtain appraisal services.
Booster Pump Station	Brigade	Private	Revised survey severance map transmitted to GWA on 03/02/17. Property owner and GWA are in discussions for confirmation on site plan and property map.

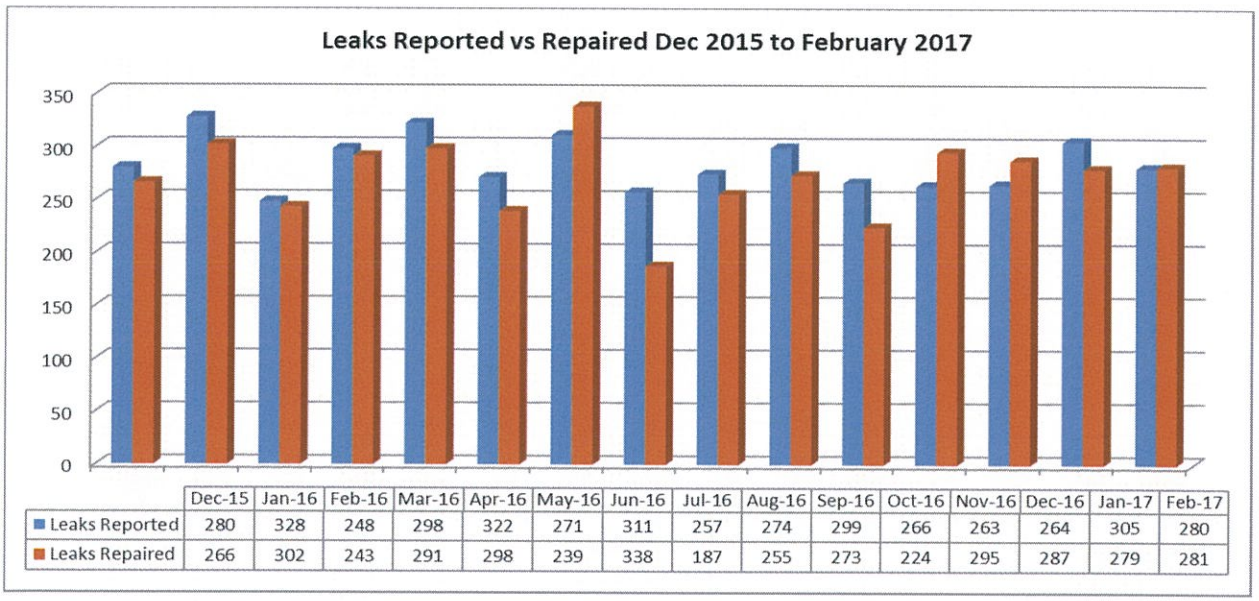
Key Operational Issues

Leak Repair: WOs Completed & Pending (Daily)

(up to February 28, 2017)

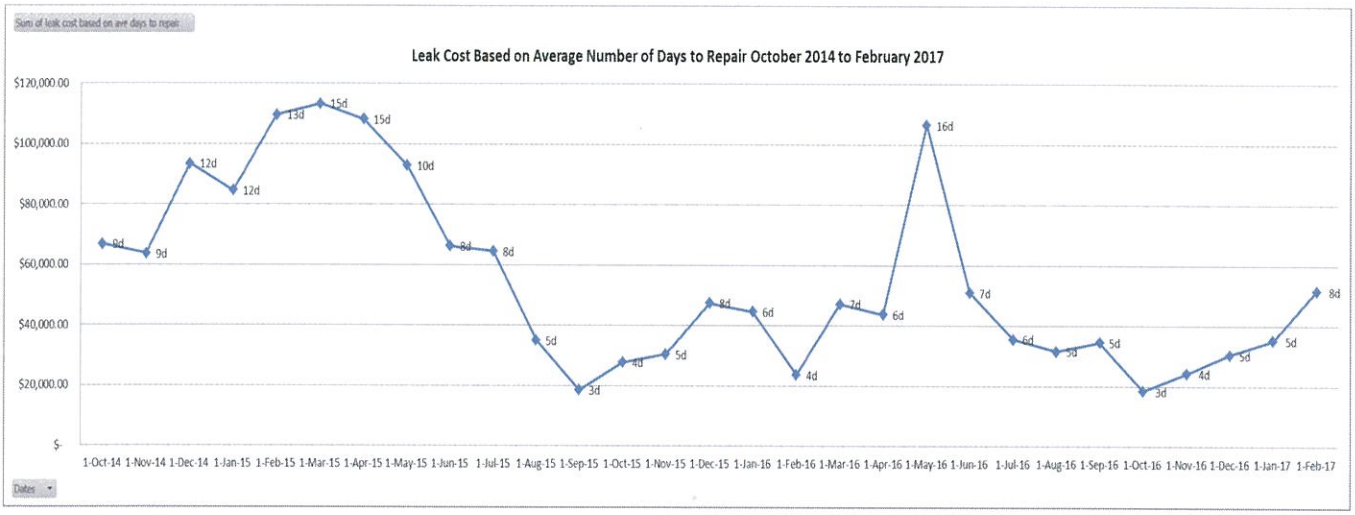


Leak Repair: Leaks Reported and Repaired (Monthly)



	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
Leaks Reported	280	328	248	298	322	271	311	257	274	299	266	263	264	305	280
Leaks Repaired	266	302	243	291	298	239	338	187	255	273	224	295	287	279	281

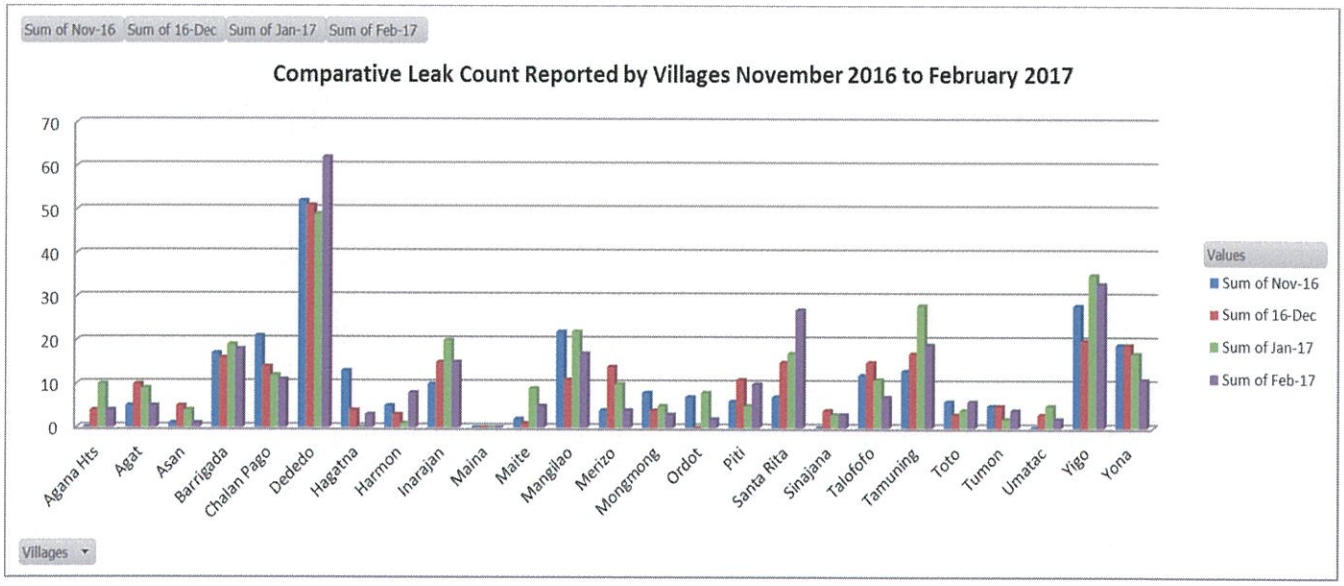
Leak Repair: Cost Savings – Days to Repair (Monthly)



Assumptions:

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

Leak Repair: Reported by Village



4.2.2 Financials

CFO Cruz reported underperformance with revenues. He said GWA has been missing revenue targets for the past 3-4 months. He said this has been the trend. He said he believes this is due to approximately 5,000 meters that continue to slowly fail. Chairman Duenas asked GM Bordallo if he would like to comment. GM Bordallo said he has already put together an action plan to address this. Customer Service and Finance are looking at this to identify the accounts and flag the accounts that are due additional billing. Badger Meters in on island and helping management identify the cause for the underperformance. The particular model that is failing is not robust enough to withstand the existing boxes. Management has identified a better stronger meter that is being ordered to replace the less robust meters. Badger Meter has agreed to honor the warranty issue and make the replacement

Comm. Sanchez asked about the loss revenue – is there any coverage for this. Atty. Clark said no there is no compensatory clause included in the warranty.

GM Bordallo mentioned that the meter reading system GWA was using does not capture the previous read and management is in the process of retaining previous readings. CSA San Agustin further explained that previous reads are now stored on the read system that can be access onsite during the actual reading in real time. This will enable GWA to advise customers of any abnormalities immediately.

GM Bordallo said another thing management is working on is to focus on batches received trying to tie them to locations while the warranty is still active for possible replacement before the warranty deadline.

There was discussion on how often the low / no read reports are pulled for action. CSA San Agustin said the zero reads are easy and can be identified immediately. It's the low reads are more challenging. Commissioner Sanchez asked CFO how often does management look at the low reads. CFO Cruz said this report is pulled at month end and only if finance sees a significant difference in revenues and not monitored daily. CFO said the data is there and no one is monitoring the data. Comm. Sanchez said this is GWA's cash register and it would behoove management to look at this daily or more often. He said this information should be available and reviewed daily. CFO Cruz said in his opinion this should be the responsibility of operations not finance. Comm. Sanchez said we have good managers and cannot understand how the right hand doesn't know what the left hand is doing. CFO Cruz said GM Bordallo is working to identify the matter and to put a program in place to resolve this issue. He said in that past reports are pulled only when anomalies are identified and said the task force meets weekly to work on this – a daily report is probably not feasible because it takes that long just to pull, read and identify the problems. More likely a couple days report / data is more reasonable. He reiterated that management is taking the steps on improving the processes and resolving this matter as quickly as possible.

Relative to budgets – Comm. Sanchez said there is no way to justify the rate request for next year. It is not fair to the ratepayers that an internal issue caused revenues to be lost.

4.2.3 Resolution No. 23-FY2017 Relative to Approving the Property Insurance, General Liability Insurance, Directors and Officers Liability Insurance, Cyber Insurance, Automobile Insurance and Crime Insurance Bid in Guam Waterworks ("GWA") Bid Number IFB 2017-12 and Authorizing GWA to Petition the Public Utilities Commission ("PUC") Under the Contract Review Protocol

Relative to its Bond Indenture, GWA is required to maintain or cause to be maintained insurance with responsible insurers in types and amounts that is usually maintained by prudent operators of systems similar and similarly situated to GWA's system. The current policy is expiring on April 12, 2017 and this resolution seeks CCU approval of its invitation for bid. It was mentioned that AM Insurance was the sole bidder.

In its' bid GWA noted both a three (3) year term valued at $2,923.408 and a five (5) year term valued at $4,528,804. The bid will go through PUC 's contract review and approval process and will be funded by revenue funds.

Comm. Bamba motioned to approve Resolution 23-FY2017; Comm. Santos seconded.

In discussion Comm. Bamba recommended to amend the resolution by adding a clause

On the amendment all voted unanimously to approve the amendment
On the main motion, there was no further discussion or objection and the motion passed.

4.2.4 Resolution No. 24-FY2017 Relative to Creation of the Cross Connection Control Manager Position

The Guam Waterworks Authority (GWA) has determined a need to create the Cross Connection Control Manager position who will work under the general direction of the Assistant General Manager for Compliance and Safety. His main duty is to help manage GWA's wide range of regulatory activities pursuant to further compliance to correct the "Findings of Significant Deficiencies in Guam Waterworks Authority's Public Water Systems. In addition, the creation of this position will provide a variety of technical work in managing the development and implementation of the GWA's Cross Connection Control and Backflow Prevention Program in the water operations, including administrative, CCU and PUC proceedings.

The Cross Connection Control Manager will be organizationally located within the Compliance and Safety Department, under the general direction of the General Manager and the Assistant General Manager for Compliance and Safety. GWA will certify funding for the position available for the filling and retention of its certified, technical and professional newly created position. The funding of this position does not have an impact on the General Fund.

Additionally, Guam law requires notice of such posting to each newspaper of general circulation and broadcasting station, which airs regular news programs within Guam. Management confirmed that all necessary postings and announcements as required by law have been fulfilled.

Comm. Sanchez motioned and Comm. Santos seconded to approve Resolution 24-FY2017. There was no further discussion or objection and the motion carried

4.2.5 Resolution No. 25-FY2017 Relative to the Consolidated Commission on Utilities Expressing to Congress its Support of Tax Exempt Municipal Bonds

Please refer to Section 4.1.3 above for details related to the ratification of Resolution 25-FY2017.

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 April 12; a work session for GPA on April 13 and the monthly CCU meeting on April 18.

7. 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 • Agana,Guam 96932

GPA RESOLUTION 2017–09

AUTHORIZING THE CONTRACT AWARD FOR THE SUPPLY OF DIESEL FUEL OIL NO.2 FOR THE WATER AND WASTEWATER SYSTEMS STANDBY GENERATOR SITES

WHEREAS, GPA has obtained CCU approval to issue an Invitation for Bid for a 2 – year supply Contract for Diesel Fuel Oil to meet the Authority's diesel fuel oil supply requirements for the Water and Wastewater Systems standby Generator sites through the adoption of CCU Resolution 2016-56; and

WHEREAS, the Procurement Officer has provided adequate public announcement for the need for such services through Invitation for Bid No. GPA-007-17 describing the type of services required and specifying the type of information and data required of each offeror; and

WHEREAS, Morrico Equipment, LLC and Pacific Unlimited, Inc. submitted bids for GPA consideration (Exhibit A); and

WHEREAS, an evaluation committee was convened to evaluate proposals and the results and evaluation of the bids are provided (Exhibit B); and

WHEREAS, Morrico Equipment, LLC was determined to be the lowest, most responsive and responsible bidder meeting the requirements of the bid solicitation; and

WHEREAS, the Diesel Fuel Oil No.2 Supply Contract with Morrico Equipment, LLC shall be for a period of two (2) years and is anticipated to commence May 1, 2017 and expire on April 30, 2019 with three (3) one- year extension options renewable annually upon mutual agreement of both parties; and

WHEREAS, the award of the contract to Morrico Equipment, LLC based on the estimated supply quantities has an estimated total contract value of approximately $223,700.00 per year or a total of $447,400.00 for the two-year contract period; and

WHEREAS, the two-year contract with Morrico Equipment, LLC will generate a savings of approximately $70,000.00 (Exhibit C) in fixed premium fee cost.

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

1. The General Manager of the Guam Power Authority is hereby authorized to enter into a two (2) year contract with **Morrico Equipment, LLC** for supply of Diesel Fuel Oil No.2 for the Water and Wastewater Systems Standby Generator sites.

2. The General Manager of the Guam Power Authority is hereby authorized an increase in obligating authority to the estimated two year value of $447,400.00 and to execute such agreements and documents necessary for a contract with **Morrico Equipment, LLC**.

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

DULY AND REGULARLY ADOPTED AND APPROVED THIS 18th DAY OF APRIL 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 hereby certify 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: 0

Abstain: 1

Number of Invitations Issued: 2
Number of Bids Received: 2

PHASE II

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: MS RFP-007-17
Opening Date: 02/24/17 Opening Time: 2:00 P.M.

Description of Supplies or Services: SUPPLY OF DIESEL FUEL OIL NO. 2 WATER SYSTEMS DISTRIBUTION (WSD) & GWA EMERGENCY GENERATORS

BIDDER	Acceptance Time (Days)	DISCOUNT	ITEM NO.	2 YR BASE PERIOD		3-YR EXT. OPTIONS				
			QTY							
			UNIT	1ST YR	2ND YR	1ST YR EXT.	2ND YR EXT.	3RD YR EXT.		
			DELIVERY							
			MFG							
MARICO Equipment, LLC		OPTION A: SUPPLY & DELIVERY		$2.237 per US gallon	$2.237 per US gallon	$2.237 per US gallon	$2.237	$2.237		
		OPTION B: SUPPLY ONLY		$1.667	$1.667	$1.667	$1.667	$1.667		
Pacific Unlimited INC. dba Fleet Services		OPTION A: Supply & Delivery		$2.564	$2.607	$2.652	$2.699	$2.747		
		OPTION B: Supply Only		$2.159	$2.189	$2.222	$2.256	$2.291		

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.

Tabulated By: [signature]

(Signature)

Date: 2/24/2017

APPROVAL OF AWARD(S) (Bidder(s) and Price(s) shown 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-17-0808.*

NAMES OF PERSONS PRESENT AT THE BID OPENING AND FIRM THEY REPRESENT

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

Lawrence V. Linhares	Pacific Unlimited
	DBA Fleet Services
Michael Silva	Monaco
Rene Molinos	Morrico

ADMINISTRATIVE STATEMENT (When applicable)

Doc. No. 34GL-17-0808.*

Number of Invitations Issued: 2
Number of Bids Received: 2

PHASE II

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: IFB NO. 007-17
Opening Date: 02/24/17 Opening Time: 2:00 P.M.

Description of Supplies or Services: SUPPLY OF DIESEL FUEL OIL NO. 2 WATER SYSTEMS DISTRIBUTION (WSD) & GWA EMERGENCY GENERATORS

BIDDER	Acceptance Time (Days)	DISCOUNT	ITEM NO.	2 YR BASE PERIOD		3-YR EXT. OPTIONS				
			QTY							
			UNIT	1ST YR	2ND YR	1ST YR EXT.	2ND YR EXT	3RD YR EXT.		
			DELIVERY							
			MFG							
MARRICO Equipment, LLC		OPTION A: SUPPLY & DELIVERY		$2.237 per US gallon	$2.237 per US gallon	$2.237 per US gallon	$2.237.	$2.237		
		OPTION B: SUPPLY ONLY		$1.667	$1.667	$1.667	$1.667	$1.667		
Pacific Unlimited INC. dba Fleet Services		OPTION A: Supply + Delivery		$2.564	$2.607	$2.652	$2.699	$2.747		
		OPTION B: Supply Only		$2.159	$2.189	$2.222	$2.256	$2.291		

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

Date: 2/24/2017

APPROVAL OF AWARD(S) (Bidder(s) and Price(s) shown 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-17-0808.*

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)

Lawrence V. Cintrón	Pacific Unlimited
	DBA Fleet Services
Mukal Sha	Monaco
Ruth Hollins	Morrido

ADMINISTRATIVE STATEMENT (When applicable)

Doc. No. 34GL-17-0808.*

EXHIBIT B

A. Bid Price Analysis

Basis: Estimated Annual Quantity: 100,000 gallons/yr

Bidder	Mandatory Bids for Two (2) Year Contract Base Period					
	First (1st) Year		Second (2nd) Year		2-YEAR CONTRACT	
	Bid Price ($/gal)	Annual Cost ($)	Bid Price ($/gal)	Annual Cost ($)	Avg ($/gal)	2Yrs ($)
Morrico Equipment LLC	$2.237	$223,700.00	$2.237	$223,700.00	$2.237	**$447,400.00**
Pacific Unlimited, Inc.	$2.564	$256,400.00	$2.607	$260,700.00	$2.586	**$517,100.00**

Based on the total cost analysis for the two (2) year contract base period, the lowest bidder is **Morrico Equipment, LLC**.

B. Estimated Fixed Premium Fee Cost Analysis

Basis: 100,000 gallons per year

Lowest Bidder: **Morrico Equipment, LLC**	2-Year Base period	
	1st Year	2nd Year
Bid Price ($/gal)	$2.237	$2.237
Reference Price ($/gal)	$1.097	$1.097
Fixed Premium Fee ($/gal)	$1.140	$1.140
Annual Premium Fee Cost ($/Yr)	**$114,000.00**	**$114,000.00**
TOTAL ($)	**$228,000.00**	

EXHIBIT C

Contract Fixed Premium Fee Cost Comparison

Basis: 100,000 gallons per year	**Current Contract (GPA-011-14) Morrico Equipment LLC**	**New Contract (GPA-007-17) Morrico Equipment LLC**	**Variance**
Fixed Premium Fee ($/gal)	**$1.490**	**$1.140**	**$0.350**
Annual Premium Fee Cost ($/Yr)	$149,000.00	$114,000.00	$35,000.00
2-Year Contract Cost ($)	**$298,000.00**	**$228,000.00**	**$70,000.00 (GPA Savings)**

CONSOLIDATED COMMISSION ON UTILITIES

Guam Power Authority • Guam Waterworks Authority
P.O.BOX 2977 • Agana,Guam 96932

RESOLUTION NO. 2017- 10

AUTHORIZING THE GUAM POWER AUTHORITY TO PETITION THE PUC FOR APPROVAL TO ENTER INTO CONTRACT FOR THE MANAGEMENT, OPERATION AND MAINTENANCE OF THE GUAM POWER AUTHORITY'S FUEL BULK STORAGE FACILITY

WHEREAS, GPA's current contract with Vital Energy, Inc. for the management of the GPA Fuel Bulk Storage Facility is set to expire on May 31, 2017; and

WHEREAS, 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; and

WHEREAS, IP&E Guam LLC, and Tristar Terminals Guam, and Vital Energy, Inc. submitted bids for GPA's consideration (Exhibit A); and

WHEREAS, Vital Energy Inc., was disqualified for submitting a price proposal that is determined to be non-compliant with the requirements of the bid (Exhibits B & C); and

WHEREAS, IP&E Guam LLC has been determined to be the lowest, most responsive and responsible bidder (Exhibit C); and

WHEREAS, the total cost for the 2-year base period is $1,644,300.00 for mandatory services; and

WHEREAS, this contract is for an initial term of 2 years with three optional one-year extensions; and

Bid Item	Bid Price Proposal for Mandatory Items	Base Period-Year 1	Base Period-Year 2	2 YEAR BASE PERIOD (MANDATORY)
1	Management and Administration Fees (Include all expenses for staffing, office maintenance, expenses for utilities and communications, management fees and administration fees)	$ 516,560.00	$ 532,056.80	$ 1,048,616.80
2	Security Contractor	$ 144,540.00	$ 148,876.20	$ 293,416.20
3	Spill Response Company Membership Fees	$ 35,000.00	$ 36,050.00	$ 71,050.00
4	Insurance Fees (Volume I - 5.41A)	$ 20,400.00	$ 21,012.00	$ 41,412.00
5	Inventory - Environmental / Oil Spill Equipment *Oil Spill Response & Environmental Compliance (OPA 90, SPCC and FRP, etc.)	$ 2,500.00	$ 2,575.00	$ 5,075.00
	Subtotal	*$ 719,000.00*	*$ 740,570.00*	*$ 1,459,570.00*
	Monthly fees	*$ 59,916.67*	*$ 61,714.17*	
6	Operation and Maintenance Budget (REQUIRED)	$ 91,000.00	$ 93,730.00	$ 184,730.00
TOTAL MANDATORY BID (ITEMS 1 THRU 6)		**$ 810,000.00**	**$ 834,300.00**	**$ 1,644,300.00**

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

1. The General Manager of GPA is authorized to petition the PUC for approval to enter into contract with IP&E Guam LLC for the Management, Operation, and Maintenance of the Guam Power Authority Fuel Bulk Storage Facility.

2. The General Manager of GPA is hereby authorized an increase in obligating authority, subject to PUC approval of $1,644,300.00 for mandatory services for the two-year base period of the contract.

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 18th DAY OF APRIL, 2017.

Certified By:

JOSEPH T. DUENAS
Chairperson
Consolidated Commission on Utilities

Attested By:

~~J. GEORGE BAMBA~~
~~Secretary~~ Vice-Chair F.K. Sharma
Consolidated Commission on Utilities

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 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: 0

ABSTAIN: 1

EXHIBIT A 1 of 6

Number of Invitations Issued: 3
Number of Bids Received: 3

Phase II

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: ME GAM-014-17
Opening Date: 02/22/2017 Opening Time: 2:00 P.M.

Description of Supplies or Services: Management, operation and maintenance of the Guam Power Authority Fuel Bulk Storage Facility

BIDDER	Acceptance Time (Days)	DISCOUNT	ITEM NO.	Base Contract QTY 1	Base Contract QTY 2	OPTIONAL QTY 1	Contract Years QTY 2	Contract Years QTY 3
1) IPEE Holdings LLC		Item	1	$516,560.00	$532,054.80	$548,018.50	$564,457.04	$581,392.75
			2	$144,598.40	$148,876.20	$153,312.60	$157,942.28	$162,681.54
			3	$35,000.00	$36,050.00	$37,131.50	$38,248.45	$39,392.91
			4	$20,400.00	$21,012.00	$21,642.36	$22,291.63	$22,960.38
			5	$2,500.00	$2,575.00	$2,652.25	$2,731.82	$2,813.77
			6	$91,540.00	$93,730.00	$96,541.90	$99,438.16	$102,421.30
		Total price		810,600.00	834,300.00	859,329.00	885,108.87	911,662.14
		Option Item 7		$15,600.00	$0	$0	0	0
		Option Item 8	1	0	0	0	0	0
			2	0	0	0	0	0
			3	0	0	0	0	0
			4	0	0	0	0	0
			5	0	0	0	0	0
			6	0	0	0	0	0
			7	0	0	0	0	0
		SP	8	0	0	0	0	0

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: JAY

Date: 2/22/17

APPROVAL OF AWARDS (Signature and Date(s) (Model shown)

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-17-0808.*

EXHIBIT A 2046

Number of Invitations Issued: 3
Number of Bids Received: 3

Phase II

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: MSGPA-014-17
Opening Date: 02/22/2017 Opening Time: 2:00 P.M.

Description of Supplies or Services: Management, operation and maintenance of the Cabras Power Authority Fuel Bulk Storage Facility

BIDDER	Acceptance Time (Days)	DISCOUNT	ITEM NO.	Orientation/ Breakdown		Optional	Contract	Years		
			QTY							
			UNIT	Contract Year						
			DELIVERY	1	2	1	2	3		
			MFR							
1) IP&E Holdings LLC			1	$14,600.00	$14,420.00	$14,852.68	$15,298.14	$15,757.12		
			2	$7,000.00	$7,210.00	$7,426.30	$7,649.09	$7,878.56		
			3	$9,600.00	$9,270.00	$9,548.10	$9,834.54	$10,129.58		
			4	$ 0	0	0	0	0		
			5	$4,000.00	$4,120.00	$4,243.60	$4,370.91	$4,502.04		
			6	0	0	0	0	0		
			7	$7,000.00	$7,210.00	$7,426.30	$7,649.09	$7,878.56		
			8	$5,000.00	$5,150.00	$5,304.50	$5,463.64	$5,627.55		
			9	$7,000.00	$7,210.00	$7,426.30	$7,649.09	$7,878.56		
			10	$10,000.00	$10,300.00	$10,609.00	$10,927.27	$11,255.07		
			11	$10,000.00	$10,300.00	$10,609.00	$10,927.27	$11,255.07		
			12	$3,100.00	$3,090.00	$3,182.70	$3,278.18	$3,376.53		
			13	$5,000.00	$5,150.00	$5,304.50	$5,463.64	$5,627.55		
			14	$ 0	0	0	0	0		
			15	$ 0	0	0	0	0		
			16	$10,000.00	$10,300.00	$10,609.00	$10,927.27	$11,255.07		
			17	$ 0	0	0	0	0		

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: JMP

Date: 2/22/17

APPROVAL OF AWARD(S) (Recommended and Ratified (Marked 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-17-0808.*

EXHIBIT A 3 of 6

Number of Invitations Issued: 3
Number of Bids Received: 3

Phase II

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: MS GAA-014-17
Opening Date: 02/22/2017 Opening Time: 2:00 P.M.

Description of Supplies or Services: Management, operation and maintenance of the Guam Power Authority Fuel Bulk Storage Facility

BIDDER	Assignment Time (Days)	DISCOUNT	ITEM NO.	Base Contract QTY 1	Base Contract QTY 2	OPTIONAL QTY 1	Contract Years 2	Contract Years 3	
1) Tri-Star Terminals Guam Inc		Item	1	514,322.92	546,039.04	567,041.02	595,393.02	625,162.92	
			2	156,128.75	163,935.12	172,131.95	180,738.58	189,775.47	
			3	36,458.33	38,281.25	40,195.22	42,205.98	44,315.32	
			4	16,515.68	17,341.42	18,208.52	19,118.97	20,074.92	
			5	15,191.82	15,951.42	16,749.04	17,586.42	18,465.72	
			6	154,588.52	159,988.06	184,101.52	191,391.22	219,304.04	
		Total Price		893,200.59	955,536.52	998,427.38	1,046,434.20	1,117,098.22	
		Other Item 7		20,000.00	49,000.42	0	0	0	
		Other Item 8	1	0	0	0	0	0	
			2	0	0	0	0	0	
			3	0	0	0	0	0	
			4	0	0	0	0	0	
			5	6,336.81	6,970.53	7,667.59	8,434.35	9,277.78	
			6	7,500.00	8,250.00	9,075.00	9,982.50	10,980.75	
			7	461.00	507.10	557.81	613.59	674.95	
		N	8						

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

Date 2/22/17

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) (Recommended and Selected Bidder shown)

Doc. No. 34GL-17-0808.*

EXHIBIT A 4 of 6

Number of Invitations Issued: 3
Number of Bids Received: 3

Phase II

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: MSGAH-014-17
Opening Date: 02/22/2017 Opening Time: 2:00 PM

Description of Supplies or Services: Management, operation and maintenance of the Guam Power Authority Fuel Bulk Storage Facility

	BIDDER	Accept-ance Time (Days)	DISCOUNT	ITEM NO.	Estimated		Optional	Contract	Years		
				QTY	Breakdown						
				UNIT	Contract Year						
				DE-LIVERY	1	2	1	2	3		
				MFG							
2)	TriStar Terminals Guam Inc			1	49,687.50	52,636.72	59,280.40	62,988.32	70,741.25		
				2	21,145.83	23,128.26	25,296.52	27,668.98	30,261.76		
				3	17,708.33	13,102.21	20,596.82	15,674.03	23,997.24		
				4	⊖	⊖	⊖	⊖	⊖		
				5	2,604.17	1,736.11	3,038.19	2,076.13	3,517.23		
				6	15,625.00	17,089.84	18,692.02	20,444.81	22,361.85		
				7	3,125.00	3,447.22	3,738.40	4,088.38	4,472.21		
				8	5,208.33	5,696.61	6,230.67	6,814.80	7,453.69		
				9	10,416.67	11,393.23	12,461.34	13,629.60	14,907.39		
				10	2,708.33	2,962.24	3,239.25	3,543.69	3,875.32		
				11	⊖	⊖	⊖	⊖	⊖		
				12	14,375.00	15,722.66	17,196.66	18,808.89	20,572.13		
				13	⊖	⊖	⊖	⊖	⊖		
				14	7,812.50	8,544.92	9,346.01	10,222.80	11,180.52		
				15	⊖	⊖	⊖	⊖	⊖		
				16	⊖	⊖	⊖	⊖	⊖		
				17	4,166.67	4,557.39	4,984.54	5,451.89	5,962.95		

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.

Tabulated By: [signature]

(Signature)

Date: 2/22/17

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 AWARDS (Attached and Entered Above)

Doc. No. 34GL-17-0808.*

EXHIBIT A 5of6

Number of Invitations Issued: 3
Number of Bids Received: 3

Phase II

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: MS GPA-014-17
Opening Date: 02/22/2017 Opening Time: 2:00 P.M.

Description of Supplies or Services: Management, operation and maintenance of the Guam Power Authority Fuel Bulk Storage Facility

BIDDER	Assumptions Time (Days)	DISCOUNT	ITEM NO.	Base Contract QTY 1	Base Contract QTY 2	OPTIONAL QTY 1	Contract Years QTY 2	Contract Years QTY 3
3) Vital		Item	1	635,434.85	635,434.85	635,434.85	635,434.85	635,434.85
			2	113,200.00	113,200.00	113,200.00	113,200.00	113,200.00
			3	26,000.00	26,000.00	26,000.00	26,000.00	26,000.00
			4	46,600.00	46,600.00	46,600.00	46,600.00	46,600.00
			5	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
			6	(103,051.67)	(103,051.67)	(103,051.67)	(103,051.67)	(103,051.67)
		Total Price		733,185.18	733,185.18	733,185.18	733,185.18	733,185.18
		Option Item 7		1,413,683.20	1,449,700.00	36,000.00	36,000.00	36,000.00
		Option Item 8	1	0	0	0	0	0
			2	0	0	0	0	0
			3	0	0	0	0	0
			4	0	0	0	0	0
			5	0	0	0	0	0
			6	0	0	0	0	0
			7	0	0	0	0	0
		JP	8					

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

Date: 2/22/17

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) (Contractor and Price(s) listed above)

DL JP

Doc. No. 34GL-17-0808.*

EXHIBIT A 6 of 6

Number of Invitations Issued: 3
Number of Bids Received: 5

Phase II

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: MSGAM-014-17
Opening Date: 02/22/2017 Opening Time: 2:00 P.M.

Description of Supplies or Services: Management, operation and maintenance of the Guam Power Authority Fuel Bulk Storage Facility

	BIDDER	Acceptance Time (Days)	DISCOUNT	ITEM NO.	Estimated Breakdown		Optional	Contract	Years		
				QTY							
				UNIT	Contract Year						
				DELIVERY	1	2	1	2	3		
				MFG							
3)	Vital			1	7,666.67	7,666.67	7,666.67	7,666.67	7,666.67		
				2	4,200.00	4,200.00	4,200.00	4,200.00	4,200.00		
				3	7,666.67	7,666.67	7,666.67	7,666.67	7,666.67		
				4	3,833.33	3,833.33	3,833.33	3,833.33	3,833.33		
				5	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00		
				6	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00		
				7	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00		
				8	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00		
				9	8,625.00	8,625.00	8,625.00	8,625.00	8,625.00		
				10	25,200.-	25,200.-	25,200.-	25,200.-	25,200.-		
				11	0	0	0	0	0		
				12	14,400.-	14,400.-	14,400.-	14,400.-	14,400.-		
				13	3,750.-	3,750.-	3,750.-	3,750.-	3,750.-		
				14	7,560.-	7,560.-	7,560.-	7,560.-	7,560.-		
				15	3,600.-	3,600.-	3,600.-	3,600.-	3,600.-		
				16	5,500.-	5,500.-	5,500.-	5,500.-	5,500.-		
				17	0	0	0	0	0		

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

(Signature)

Tabulated By

Date: 2/22/17

APPROVAL OF AWARDS (Statement and Schedule attached where)

BASIS FOR AWARD

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

Number of Awards (Contractors)

Doc. No. 34GL-17-0808.*

EXHIBIT B 1of4

Exhibit B

Multi-Step IFB GPA-014-17
PRICE PROPOSAL ANALYSIS
Reference: GPA-014-17 Bid Abstract (see Exhibit A)

IP &E Proposal

Bid Price Proposal for Mandatory Items	Base Period-Year 1	Base Period-Year 2	1st Year Extn Option	2nd Year Extn Option	3rd Year Extn Option	2 YEAR BASE PERIOD (MANDATORY)	2 YEAR BASE + 3 YEAR EXTENSION OPTION
Item 1	$ 516,560.00	$ 532,056.80	$ 548,018.50	$ 564,459.06	$ 581,392.83	$ 1,048,616.80	$ 2,742,487.19
Item 2	$ 144,540.00	$ 148,876.20	$ 153,342.49	$ 157,942.76	$ 162,681.04	$ 293,416.20	$ 767,382.49
Item 3	$ 35,000.00	$ 36,050.00	$ 37,131.50	$ 38,245.45	$ 39,392.81	$ 71,050.00	$ 185,819.76
Item 4	$ 20,400.00	$ 21,012.00	$ 21,642.36	$ 22,291.63	$ 22,960.38	$ 41,412.00	$ 108,306.37
Item 5	$ 2,500.00	$ 2,575.00	$ 2,652.25	$ 2,731.82	$ 2,813.77	$ 5,075.00	$ 13,272.84
TOTAL (Items 1 thru 5)	***$ 719,000.00***	***$ 740,570.00***	***$ 762,787.10***	***$ 785,670.72***	***$ 809,240.83***	**$ 1,459,570.00**	**$ 3,817,268.65**
Item 6	$ 91,000.00	$ 93,730.00	$ 96,541.90	$ 99,438.16	$ 102,421.30	$ 184,730.00	$ 483,131.36
TOTAL (Items 1 thru 6)	**$ 810,000.00**	**$ 834,300.00**	**$ 859,329.00**	**$ 885,108.88**	**$ 911,662.13**	**$ 1,644,300.00**	**$ 4,300,400.01**

TRISTAR Proposal

Bid Price Proposal for Mandatory Items	Base Period-Year 1	Base Period-Year 2	1st Year Extn Option	2nd Year Extn Option	3rd Year Extn Option	2 YEAR BASE PERIOD (MANDATORY)	2 YEAR BASE PERIOD + 3 YEAR EXTENSION OPTION
Item 1	$ 514,322.92	$ 540,039.06	$ 567,041.02	$ 595,393.07	$ 625,162.72	$ 1,054,361.98	$ 2,841,958.79
Item 2	$ 156,128.75	$ 163,935.19	$ 172,131.95	$ 180,738.54	$ 189,775.47	$ 320,063.94	$ 862,709.90
Item 3	$ 36,458.33	$ 38,281.25	$ 40,195.31	$ 42,205.08	$ 44,315.33	$ 74,739.58	$ 201,455.30
Item 4	$ 16,515.68	$ 17,341.47	$ 18,208.54	$ 19,118.97	$ 20,074.91	$ 33,857.15	$ 91,259.57
Item 5	$ 15,191.88	$ 15,951.47	$ 16,749.04	$ 17,586.49	$ 18,465.82	$ 31,143.35	$ 83,944.70
TOTAL (Items 1 thru 5)	***$ 738,617.56***	***$ 775,548.44***	***$ 814,325.86***	***$ 855,042.15***	***$ 897,794.25***	**$ 1,514,166.00**	**$ 4,081,328.26**
Item 6	$ 154,583.33	$ 159,988.06	$ 184,101.53	$ 191,391.97	$ 219,304.04	$ 314,571.39	$ 909,368.93
TOTAL (Items 1 thru 6)	**$ 893,200.89**	**$ 935,536.50**	**$ 998,427.39**	**$ 1,046,434.12**	**$ 1,117,098.29**	**$ 1,828,737.39**	**$ 4,990,697.19**

VITAL Proposal

Bid Price Proposal for Mandatory Items	Base Period-Year 1	Base Period-Year 2	1st Year Extn Option	2nd Year Extn Option	3rd Year Extn Option	2 YEAR BASE PERIOD (MANDATORY)	2 YEAR BASE PERIOD + 3 YEAR EXTENSION OPTION
Item 1	$ 635,436.85	$ 635,436.85	$ 635,436.85	$ 635,436.85	$ 635,436.85	$ 1,270,873.70	$ 3,177,184.25
Item 2	$ 113,200.00	$ 113,200.00	$ 113,200.00	$ 113,200.00	$ 113,200.00	$ 226,400.00	$ 566,000.00
Item 3	$ 26,000.00	$ 26,000.00	$ 26,000.00	$ 26,000.00	$ 26,000.00	$ 52,000.00	$ 130,000.00
Item 4	$ 46,600.00	$ 46,600.00	$ 46,600.00	$ 46,600.00	$ 46,600.00	$ 93,200.00	$ 233,000.00
Item 5	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 30,000.00	$ 75,000.00
TOTAL (Items 1 thru 5)	***$ 836,236.85***	***$ 836,236.85***	***$ 836,236.85***	***$ 836,236.85***	***$ 836,236.85***	**$ 1,672,473.70**	**$ 4,181,184.25**
Item 6*	$ (103,051.67)	$ (103,051.67)	$ (103,051.67)	$ (103,051.67)	$ (103,051.67)	$ (206,103.34)	$ (515,258.35)
TOTAL (Items 1 thru 6)	**$ 733,185.18**	**$ 733,185.18**	**$ 733,185.18**	**$ 733,185.18**	**$ 733,185.18**	**$ 1,466,370.36**	**$ 3,665,925.90**

* Non-compliant with the requirements of Section 2.3 of the bid package as amended (see Exhibit C)

Doc. No. 34GL-17-0808.*

AMENDMENT NO. IV

Multi Step Bid GPA-014-17 Management, Operation and Maintenance of GPA's Fuel Bulk Storage Facility

VENDOR NAME:

IP&E Holdings, LLC. dba IP&E Guam

INSTRUCTIONS:

(1) Fill in highlighted fields below. Enter only Constant or Increasing Fees. Front-end Loaded or Decreasing Fees, Reimbursements and Exceptions not allowed.

(2) Contract Item 1 (Management and Administration Fees) should be exclusive of Contract Items 2 to 7.

(3) Contract item 6 ("Operation and Maintenance Budget (Required)") will be expanded in the "O&M Budget (Required)" tab.

(4) Contract Item 7 is for all O&M expenses in addition to the "O&M Budget (Required)". This will not be included in the evaluation of price proposal. If not submitting optional O&M items, please indicate "No Bid".

(5) Contract Item 8 are additional costs expected if complying with the Optional Insurance Requirements. If not submitting for any or all of the Optional Insurance Requirements (Contract Item 8 Optional Insurance Requirements), please indicate "No Bid."

(6) An entry of "0" or blank for any of the Contract Items mean Bidder does not expect to incur any costs pertaining to these items.

GPA has the option to award all, some or none of the CONTRACT ITEMS below.

		CONTRACT ITEMS (BREAKDOWN)	Contract Year 1	Contract Year 2	OPTIONAL Contract Years 1	OPTIONAL Contract Years 2	OPTIONAL Contract Years 3
MANDATORY	1	Management and Administration Fees (Include all expenses for staffing, office maintenance, expenses for utilities and communications, management fees and administration fees)	$ 516,560.00	$ 532,056.80	$ 548,018.50	$ 564,459.06	$ 581,392.83
	2	Security Contractor	$ 144,540.00	$ 148,876.20	$ 153,342.49	$ 157,942.76	$ 162,681.04
	3	Spill Response Company Membership Fees	$ 35,000.00	$ 36,050.00	$ 37,131.50	$ 38,245.45	$ 39,392.81
	4	Insurance Fees (Volume I - 5.41A)	$ 20,400.00	$ 21,012.00	$ 21,642.36	$ 22,291.63	$ 22,960.38
	5	Inventory - Environmental / Oil Spill Equipment *Oil Spill Response & Environmental Compliance (OPA 90, SPCC and FRP, etc.)	$ 2,500.00	$ 2,575.00	$ 2,652.25	$ 2,731.82	$ 2,813.77
	6	Operation and Maintenance Budget (REQUIRED) *PLEASE EXPAND AND PROVIDE INFORMATION IN "O&M Budget (Required)" tab/worksheet.	$ 91,000.00	$ 93,730.00	$ 96,541.90	$ 99,438.16	$ 102,421.30
		TOTAL PRICE PROPOSAL	$ 810,000.00	$ 834,300.00	$ 859,329.00	$ 885,108.87	$ 911,662.14
OPTIONAL		*OPTIONAL ITEMS:*					
	7	*Operation and Maintenance Budget (optional)* **PLEASE EXPAND AND PROVIDE INFORMATION IN "O&M Budget (optional)" tab/worksheet. These items are for O&M activities that the bidder may deem necessary for the fuel farm but is not included in the O&M Budget (REQUIRED). GPA and the Contractor will discuss these costs during the Contract Finalization period. THIS IS NOT INCLUDED IN THE EVALUATION OF PRICE PROPOSAL AND WILL BE ADDITIONAL INFORMATION ONLY.*	$ 15,000.00	$ -	$ -		$ -
		Total of Optional Operation and Maintenance Budget	$ 15,000.00	$ -	$ -	$ -	$ -
	8	*Optional Insurance Requirements (Volume I - 5.41B) - Additional Fees:*					
		In General Liability Policy, add waiver of subrogation in favor of GPA.	$ -	$ -	$ -		$ -
		In Auto Liability Policy, add waiver of subrogation in favor of GPA.	$ -	$ -	$ -		$ -
		In Excess Liability Policy, add waiver of subrogation in favor of GPA	$ -	$ -	$ -		$ -
		For Worker's Compensation and Employer's Liability, increase coverage from Statutory Limits to $1,000,000/$1,000,000	$ -	$ -	$ -		$ -
		For Pollution Liability Policy, increase coverage from $1,000,000 to $5,000,000 and add waiver of subrogation in favor of GPA.	$ -	$ -	$ -		$ -
		Include Professional Liability Policy in the amount of $1,000,000.	$ -	$ -	$ -		$ -
		Include Builder's Risk or Installation Floater.	$ -	$ -	$ -		$ -
		Total of Optional Insurance Requirements	$ -	$ -	$ -	$ -	$ -

Doc. No. 34GL-17-0808.*

Multi Step Bid GPA-014-17 Management, Operation and Maintenance of GPA's Fuel Bulk Storage Facility

VENDOR NAME:

Tristar Terminals Guam Inc

INSTRUCTIONS:

(1) Fill in highlighted fields below. Enter only Constant or Increasing Fees. Front-end Loaded or Decreasing Fees, Reimbursements and Exceptions not allowed.
(2) Contract Item 1 (Management and Administration Fees) should be exclusive of Contract Items 2 to 7.
(3) Contract item 6 ("Operation and Maintenance Budget (Required)") will be expanded in the "O&M Budget (Required)" tab.
(4) Contract Item 7 is for all O&M expenses in addition to the "O&M Budget (Required)". This will not be included in the evaluation of price proposal. If not submitting optional O&M items, please indicate "No Bid".
(5) Contract Item 8 are additional costs expected if complying with the Optional Insurance Requirements. If not submitting for any or all of the Optional Insurance Requirements (Contract Item 8 Optional Insurance Requirements), please indicate "No Bid."
(6) An entry of "0" or blank for any of the Contract Items mean Bidder does not expect to incur any costs pertaining to these items.

GPA has the option to award all, some or none of the CONTRACT ITEMS below.

		CONTRACT ITEMS (BREAKDOWN)	Contract Year 1	Contract Year 2	OPTIONAL Contract Years 1	OPTIONAL Contract Years 2	OPTIONAL Contract Years 3
MANDATORY	1	Management and Administration Fees (Include all expenses for staffing, office maintenance, expenses for utilities and communications, management fees and administration fees)	$ 514,322.92	$ 540,039.06	$ 567,041.02	$ 595,393.07	$ 625,162.72
	2	Security Contractor	$ 156,128.75	$ 163,935.19	$ 172,131.95	$ 180,738.54	$ 189,775.47
	3	Spill Response Company Membership Fees	$ 36,458.33	$ 38,281.25	$ 40,195.31	$ 42,205.08	$ 44,315.33
	4	Insurance Fees (Volume I - 5.41A)	$ 16,515.68	$ 17,341.47	$ 18,208.54	$ 19,118.97	$ 20,074.91
	5	Inventory - Environmental / Oil Spill Equipment *Oil Spill Response & Environmental Compliance (OPA 90, SPCC and FRP, etc.)	$15,191.88	$ 15,951.47	$ 16,749.04	$ 17,586.49	$ 18,465.82
	6	Operation and Maintenance Budget (REQUIRED) *PLEASE EXPAND AND PROVIDE INFORMATION IN "O&M Budget (Required)" tab/worksheet.	$ 154,583.33	$ 159,988.06	$ 184,101.53	$ 191,391.97	$ 219,304.04
		TOTAL PRICE PROPOSAL	$ 893,200.89	$ 935,536.50	$ 998,427.38	$ 1,046,434.12	$ 1,117,098.30
OPTIONAL		*OPTIONAL ITEMS:*					
	7	*Operation and Maintenance Budget (optional)* **PLEASE EXPAND AND PROVIDE INFORMATION IN "O&M Budget (optional)" tab/worksheet. These items are for O&M activities that the bidder may deem necessary for the fuel farm but is not included in the O&M Budget (REQUIRED). GPA and the Contractor will discuss these costs during the Contract Finalization period. THIS IS NOT INCLUDED IN THE EVALUATION OF PRICE PROPOSAL AND WILL BE ADDITIONAL INFORMATION ONLY.*	$ 20,000.00	$ 40,000.00	$ -	$ -	$ -
		Total of Optional Operation and Maintenance Budget	$ 20,000.00	$ 40,000.00	$ -	$ -	$ -
	8	*Optional Insurance Requirements (Volume I - 5.41B) - Additional Fees:*					
		In General Liability Policy, add waiver of subrogation in favor of GPA.	$ -	$ -	$ -	$ -	$ -
		In Auto Liability Policy, add waiver of subrogation in favor of GPA.	$ -	$ -	$ -	$ -	$ -
		In Excess Liability Policy, add waiver of subrogation in favor of GPA	$ -	$ -	$ -	$ -	$ -
		For Worker's Compensation and Employer's Liability, increase coverage from Statutory Limits to $1,000,000/$1,000,000	$ -	$ -	$ -	$ -	$ -
		For Pollution Liability Policy, increase coverage from $1,000,000 to $5,000,000 and add waiver of subrogation in favor of GPA.	$ 6,336.85	$ 6,970.53	$ 7,667.59	$ 8,434.34	$ 9,277.78
		Include Professional Liability Policy in the amount of $1,000,000.	$ 7,500.00	$ 8,250.00	$ 9,075.00	$ 9,982.50	$ 10,980.75
		Include Builder's Risk or Installation Floater.	$ 461.00	$ 507.10	$ 557.81	613.59	$ 674.95
		Total of Optional Insurance Requirements	$ 14,297.85	$ 15,727.63	$ 17,300.40	$ 19,030.44	$ 20,933.48

Doc. No. 34GL-17-0808.*

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Multi Step Bid GPA-014-17 Management, Operation and Maintenance of GPA's Fuel Bulk Storage Facility

VENDOR NAME:

Vital Energy Inc.

INSTRUCTIONS:

(1) Fill in highlighted fields below. Enter only Constant or Increasing Fees. Front-end Loaded or Decreasing Fees, Reimbursements and Exceptions not allowed.
(2) Contract Item 1 (Management and Administration Fees) should be exclusive of Contract Items 2 to 7.
(3) Contract item 6 ("Operation and Maintenance Budget (Required)") will be expanded in the "O&M Budget (Required)" tab.
(4) Contract Item 7 is for all O&M expenses in addition to the "O&M Budget (Required)". This will not be included in the evaluation of price proposal. If not submitting optional O&M items, please indicate "No Bid".
(5) Contract Item 8 are additional costs expected if complying with the Optional Insurance Requirements. If not submitting for any or all of the Optional Insurance Requirements (Contract Item 8 Optional Insurance Requirements), please indicate "No Bid."
(6) An entry of "0" or blank for any of the Contract Items mean Bidder does not expect to incur any costs pertaining to these items.

GPA has the option to award all, some or none of the CONTRACT ITEMS below.

		CONTRACT ITEMS (BREAKDOWN)	Contract Year 1	Contract Year 2	OPTIONAL Contract Years 1	OPTIONAL Contract Years 2	OPTIONAL Contract Years 3
MANDATORY	1	Management and Administration Fees (Include all expenses for staffing, office maintenance, management fees and administration fees)	$ 635,436.85	$ 635,436.85	$ 635,436.85	$ 635,436.85	$ 635,436.85
	2	Security Contractor	$ 113,200.00	$ 113,200.00	$ 113,200.00	$ 113,200.00	$ 113,200.00
	3	Spill Response Company Membership Fees	$ 26,000.00	$ 26,000.00	$ 26,000.00	$ 26,000.00	$ 26,000.00
	4	Insurance Fees (Volume I - 5.41A)	$ 46,600.00	$ 46,600.00	$ 46,600.00	$ 46,600.00	$ 46,600.00
	5	Inventory - Environmental / Oil Spill Equipment *Oil Spill Response and Environmental Compliance (OPA 90, SPCC, FRP, etc.)	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
	6	Operation and Maintenance Budget (REQUIRED) *PLEASE EXPAND AND PROVIDE INFORMATION IN "O&M Budget (Required)" tab/worksheet.	$ (103,051.67)	$ (103,051.67)	$ (103,051.67)	$ (103,051.67)	$ (103,051.67)
		TOTAL PRICE PROPOSAL	$ 733,185.18	$ 733,185.18	$ 733,185.18	$ 733,185.18	$ 733,185.18
OPTIONAL		*OPTIONAL ITEMS:*					
	7	*Operation and Maintenance Budget (optional)* **PLEASE EXPAND AND PROVIDE INFORMATION IN "O&M Budget (optional)" tab/worksheet. These items are for O&M activities that the bidder may deem necessary for the fuel farm but is not included in the O&M Budget (REQUIRED). GPA and the Contractor will discuss these costs during the Contract Finalization period. THIS IS NOT INCLUDED IN THE EVALUATION OF PRICE PROPOSAL AND WILL BE ADDITIONAL INFORMATION ONLY.*	$ 1,413,683.20	$ 1,446,500.00	$ 36,000.00	$ 36,000.00	$ 36,000.00
		Total of Optional Operation and Maintenance Budget	$ 1,413,683.20	$ 1,446,500.00	$ 36,000.00	$ 36,000.00	$ 36,000.00
	8	*Optional Insurance Requirements (Volume I - 5.41B) - Additional Fees:*					
	OPTIONAL	*In General Liability Policy, add waiver of subrogation in favor of GPA.*	$ -	$ -	$ -	$ -	$ -
		In Auto Liability Policy, add waiver of subrogation in favor of GPA.	$ -	$ -	$ -	$ -	$ -
		In Excess Liability Policy, add waiver of subrogation in favor of GPA	$ -	$ -	$ -	$ -	$ -
		For Worker's Compensation and Employer's Liability, increase coverage from Statutory Limits to $1,000,000/$1,000,000	$ -	$ -	$ -	$ -	$ -
		For Pollution Liability Policy, increase coverage from $1,000,000 to $5,000,000 and add waiver of subrogation in favor of GPA.	$ -	$ -	$ -	$ -	$ -
		Include Professional Liability Policy in the amount of $1,000,000.	$ -	$ -	$ -	$ -	$ -
		Include Builder's Risk or Installation Floater.	$ -	$ -	$ -	$ -	$ -
		Total of Optional Insurance Requirements	$ -	$ -	$ -	$ -	$ -

Doc. No. 34GL-17-0808.*

EXHIBIT C 1of6

GUAM POWER AUTHORITY

ATURIDAT ILEKTRESEDAT GUAHAN
P O BOX 2977, HAGATNA, GUAM 96932-2977

January 10, 2017

AMENDMENT NO.: IV

TO

INVITATION FOR MULTI-STEP BID NO.: GPA-014-17

FOR

MANAGEMENT, OPERATION, AND MAINTENANCE OF THE GUAM POWER AUTHORITY FUEL BULK STORAGE FACILITY

Prospective Bidders are hereby notified of the following changes and responses to inquiries received from IP&E Holdings, LLC dba: IP&E Guam dated December 13, 2016:

CHANGES:

Volume II: Technical and Functional Requirements

(1) Kindly ***REPLACE*** Section 2 Proposal Requirements Subsection 2.3 Price Proposal with:

2.3 Price Proposal

The Price Proposal is broken down into specific Contract Items, each of which the bidder should provide Price Proposals for. Each Item should be priced separately, and there shall be no double-charging. For example, if Technical Services are going to be included in the Management and Administration Fees, then these should not be included under O&M. Items 1 through 6 are required Contract Items for which BIDDER shall provide price proposal for. The BIDDER's Price Proposal Package shall contain Price Proposals for each of the Contract Items. GPA shall evaluate the Price Proposal, and will decide to award either all, none, or some of the Contract Items to the bidder.

Contract Item No. 1 shall include all costs associated with the general management, operation and maintenance of the fuel bulk storage facility, including all equipment, systems, installations and appurtenances. This shall also include staffing, utility fees, and all other expenses necessary in the management, operation and maintenance of the facility, unless already specified in items 2,3,4,5 or 6. Contract Item 1 will be reimbursed by GPA on a monthly basis, based on the Price Proposal (proposed Price for Contract Item 1 divided by 12 will be the monthly payment).

Contract Item Nos. 2 through 6 shall include costs associated with the description for each Contract Item. Contract Item 6 shall be illustrated or expanded further by the bidder in the "O&M Budget (Required)" worksheet, by illustrating how the total cost is divided among the O&M items required by GPA. Costs under Item 6 will include expected operation and maintenance expenses for items specified under "O&M Budget (Required)" for the BIDDER to complete routine operation and maintenance activities, including scheduled maintenance activities, preventive and corrective maintenance activities, and all tasks required to ensure compliance with environmental, local and federal regulations (such as those imposed by, but not limited to USEPA, Guam EPA, US Coast Guard, OPA and others). For Contract Items 2 through 6, costs shall be paid based on actual expenses accrued, not to exceed the amount indicated on the Price Proposal. CONTRACTOR will be required to present documents such as receipts along with the invoice to get reimbursed for the Security Contractor, Spill Response Company Membership Fees, Insurance Fees, Inventory Items and the O&M budget. Any expense exceeding the Price Proposal for Items 2 through 6 will be the responsibility of the CONTRACTOR.

If there are O&M items that the BIDDER would like to propose a budget for, but is not included in the "O&M Budget (Required)" list, the BIDDER will specify the total costs for these items under Item 7 of the BIDDER Data Entry form, and illustrate the breakdown of Item 7 under "O&M Budget (Optional)". ***GPA has included one (1) Major Operation and Maintenance Project on the list for Item 7: Tank 1934 and Tank 1935 API 653 Out of Service Inspection, as this is considered a Major Operation and Maintenance Activity instead of a Capital Improvement Project. Contractor may provide a cost proposal for this item under Item 7 "O&M Budget (Optional)". Should the Contractor provide a Price Proposal for this activity, the scope of work and details will be discussed upon award of the contract, and GPA will decide whether to award this activity to the Contractor or to undertake the activity as a separate project similar to a CIP.***

GPA also included Item 8 for the optional insurance requirements, which GPA may request from the bidder if or when requested by GPA's Finance Division.

Contract Items 7 and 8 will not be included in the evaluation of the lowest Price Proposal. Reimbursement for Contract Items 7 and 8 will follow the process for Contract Items 2 through 6, but should be pre-approved by GPA prior to commencement of contract or prior to the costs being incurred.

Capital Improvement Projects and Major Operation and Maintenance Activities will be budgeted separately as discussed in Volume II Section 3 of this Multi-Step Bid, and should not be included in the budget for each Contract Item specified.

Volume VI: Schedules

(1) Please replace Volume VI Table of Contents as follows:

Table of Contents

Schedule A	Fuel Specifications
Schedule B	Fuel Farm Facility Lay-Out and Tanguisson Pipeline Diagram
Schedule C	Refueling Schematic Diagram
Schedule D	Pump Specifications
Schedule E	Office Building Floor Plan
Schedule F	Organization Chart
Schedule G	Facility Response Plan (FRP)
Schedule H	Spill Prevention, Control & Countermeasure (SPCC)
Schedule I	Security Contractor Requirements
Schedule J	Tank System Operation and Maintenance Workplan
Schedule K	NPDES Permit
Schedule L	Tank In-Service Inspection Report

(2) Please attach **Schedule L Tank In-Service Inspection Report**

Price Proposal

Please replace Price Proposal with the one attached to Amendment IV.

The bidders are required to fill-out the worksheet with their Price Proposal.
For Item 6, CONTRACTOR is required to provide cost for each line item in the worksheet, "O&M (Required)", and each Line Item in the "O&M (Required)" worksheet shall be broken down further into separate activities, and expanded in the corresponding tab. For example, for Line Item 1 of the "O&M (Required)" tab, which refers to "O&M if Tank System (Tk 1934, Tk 1935, Diesel Tank, Sump, etc.)", total cost for each contract year shall be provide in the "O&M (Required)" tab, and this line item shall be broken down further into specific activities in the corresponding tab, which is "O&M 1".

Tristar's Inquiry dated 11/30/2016:

QUESTION:

5. Please provide the following CIPs and expected value for the entire contract period.

ANSWER:

*Please find **REVISED** response below, a correction from the response provided in Amendment II.*

GPA is planning for the following CIPs:

- *Rehabilitation of TEMES CT Diesel Pipleine*
- *Automatic Tank Gauging (ATG) System w/ Remote Monitoring*
- *Fuel Metering with Remote Monitoring*
- *Emergency Generator for the Main Pump Station*

Additionally, the following Major Operation and Maintenance Activity is being planned:

- *Tank 1934 and Tank 1935 API 653 Out of Service Inspection*

Please note that cost estimate for this Major O&M Activity was included in the "O&M (Optional) tab.

The CONTRACTOR is responsible for identifying and recommending to GPA any required capital improvement project and major operation and maintenance activities.

IP&E Holdings, LLC dba: IP&E Guam's Inquiry dated 12/13/2016:

QUESTION:

5. Can GPA provide copy of the latest SPCC Plan and Facility Response Plan?

ANSWER:

Kindly refer to Amendment II.

QUESTION:

6. Will the current oil spill equipment be handed over to the new Contractor?

ANSWER:

As required under Section 14 of the Contract, CONTRACTOR shall, on their own, purchase, maintain and operate or deploy all necessary oil spill equipment as required in the SPCC plan, as an in-house stock inventory.

QUESTION:

7. Can GPA provide the latest copy of the NPDES permit and its conditions and requirements?

ANSWER:

The NPDES permit has been submitted to the USEPA by the current CONTRACTOR, under review by USEPA and Guam EPA. The old permit is attached as Schedule K issued in Amendment II.

QUESTION:

8. Is the CONTRACTOR responsible for power and water consumption of the facility? If yes, how is this currently handled? Is there a separate meter for the facility?

ANSWER:

Yes, the CONTRACTOR is responsible for power and water consumption of the facility. The Fuel Bulk Storage Facility has a GPA and a GWA meter. The Utility Bills are included in the CONTRACTOR's Management and Administration Fees, which is Contract Item 1 in the Price Proposal.

QUESTION:

9. Is security at the facility required twenty-four (24) hours, seven days a week?

ANSWER:

Yes. Please also refer to Volume II Sections 3.12 and 4.2, and the amendments to this bid for the requirements regarding security.

QUESTION:

10. It is IP&E's understanding that the Tanguisson Plant is no longer in service. Will fuel transfers to the Tanguisson resume during the contract period?

ANSWER:

The Tanguisson Plant has been deactivated in 2015. However, full deactivation is still in progress. As of this time, fuel transfer to the plant is not being required.

QUESTION:

11. What is the Guam Power Authority's definition of CAPEX? Is there a minimum value for an activity or purchase to qualify as CAPEX.

ANSWER:

Please be guided by the SOP attached.

QUESTION:

12. The RFP states that CIP Projects will be handled by the Guam Power Authority and the Contractor/Operator will coordinate. Please elaborate on the coordination responsibilities of the contractor.

ANSWER:

GPA may elect to solicit proposals for bids or RFPs for the CIP projects for the facility. The Contractor/Operator will provide access to the facility and assist in the day-to-day accomplishment of the CIP. The Contractor/Operator will be the primary point of contact at the fuel farm and shall work with GPA (such as but not limited to, GPA's Engineering, Generation and SPORD divisions, as well as GPA Contractors) and shall implement proper facility control procedures to ensure that the Contractors authorized by GPA complies with all regulatory and safety requirements in executing and managing the project from commencement to completion.

QUESTION:

13. Do fuel receipts or fuel transfers take place during non-daylight hours?

ANSWER:

Yes, in particular, for receiving of bulk product. Please refer to Volume II Sections 3.2 and 3.3 for the requirements and details of fuel receipts and transfers.

All other Terms and Conditions in the bid package shall remain unchanged and in full force.

pu JOHN M. BENAVENTE, P.E.
General Manger

CONSOLIDATED COMMISSION ON UTILITIES

Guam Power Authority • Guam Waterworks Authority
P.O.BOX 2977 • Agana,Guam 96932

RESOLUTION NO. 2017–11

RATIFICATION OF ADDITIONAL EXPENSES FOR AGGREKO'S TEMPORARY POWER SERVICES

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, GPA had approved change orders for the total amount of $540,213.90 for additional work necessary for the plant construction completion and operation (Exhibit A); and

WHEREAS, the total change order amount had exceeded the GM's authority of $250,000.00; and

WHEREAS, GPA is requesting for approval to ratify the additional expenses in the amount of $540,213.90. Expenses were deemed immediately necessary in order to expedite the commissioning of the units due to generation capacity shortfall.

NOW, THEREFORE, BE IT RESOLVED, by the CONSOLIDATED COMMISSION ON UTILITIES as follows:

1. GPA to increase the additional expenses with Aggreko in the amount of $540,213.90 is hereby approved.

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 18th day of April 2017.

Certified by:

JOSEPH T. DUENAS
CHAIRMAN

Attested by:

J. GEORGE BAMBA
SECRETARY

I, J. George Bamba, Secretary for the Consolidated Commission on Utilities do hereby certifies as follow:

The foregoing is a full, true, and correct copy of the resolution duly adopted at a regular meeting of the members of Guam's Consolidated Commission on Utilities, duly and legally held at the meeting place thereof on April 18, 2017, at which meeting of all said members had due notice and at which at least a majority thereof were present;

At said meeting said resolution was adopted by the following vote:

AYES: 4

NAYS: 0

ABSENT: 1

ABSTAIN: 0

EXHIBIT A

Summary of Invoices - Aggreko

INVOICE Date	INVOICE Number	Period Covered From	Period Covered To	CAPACITY CHARGE	ENERGY CONVERSION CHARGE	Fixed O&M	Transit Charge	Penalties	Other Agreed-upon Costs Change Order	Other Agreed-upon Costs Amount	Total Invoice
2/10/2016	ASIA/16/0034			$ -	$ -	$ -	$ -		Fire Lane	$ 249,000.00	$ 249,000.00
2/10/2016	ASIA/16/0036	1/9/2016	2/7/2016	$ 692,400.00	$ 55,994.00	$ 185,630.00	$ 104,456.00	$ (161,329.00)		$ -	$ 877,151.00
3/10/2016	ASIA/16/0053	2/8/2016	3/8/2016	$ 692,400.00	$ 82,456.00	$ 185,630.00	$ 104,456.00			$ -	$ 1,064,942.00
4/12/2016	ASIA/16/0077	3/9/2016	4/7/2016	$ 692,400.00	$ 107,466.00	$ 185,630.00	$ 104,456.00		Metering/Control Cabling	$ 19,628.00	$ 1,109,580.00
5/16/2016	ASIA/16/0101	4/8/2016	5/7/2016	$ 692,400.00	$ 91,740.00	$ 185,630.00	$ 104,456.00		Replacement of Fuel Meter and Construction of Ramp	$ 62,416.70	$ 1,136,642.70
6/8/2016	ASIA/16/0117	5/8/2016	6/6/2016	$ 692,400.00	$ 63,360.00	$ 185,630.00	$ 104,456.00			$ -	$ 1,045,846.00
7/7/2016	ASIA/16/0132	6/7/2016	7/6/2016	$ 692,400.00	$ 84,502.00	$ 185,630.00	$ 104,456.00			$ -	$ 1,066,988.00
8/8/2016	ASIA/16/0149	7/7/2016	8/5/2016	$ 692,400.00	$ 91,555.20	$ 185,630.00	$ 104,456.00			$ -	$ 1,074,041.20
9/6/2016	ASIA/16/0172	8/6/2016	9/4/2016	$ 692,400.00	$ 109,212.40	$ 185,630.00	$ 104,456.00			$ -	$ 1,091,698.40
10/10/2016	ASIA/16/0172	9/5/2016	10/4/2016	$ 692,400.00	$ 89,000.30	$ 185,630.00	$ 104,456.00				$ 1,071,486.30
				$ 6,231,600.00	$ 775,285.90	$ 1,670,670.00	$ 940,104.00	$ (161,329.00)		$ 331,044.70	$ 9,787,375.60
11/10/2016	ASIA/16/0223	10/5/2016	11/3/2016	$ 692,400.00	$ 63,360.00	$ 185,630.00	$ 104,456.00			$ -	$ 1,045,846.00
12/10/2016	ASIA/16/0253	11/4/2016	12/3/2016	$ 692,400.00	$ 63,360.00	$ 185,630.00	$ 104,456.00			$ -	$ 1,045,846.00
1/9/2017	ASIA/17/0007	12/4/2016	1/2/2017	$ 692,400.00	$ 81,217.80	$ 185,630.00	$ 104,456.00			$ -	$ 1,063,703.80
1/9/2017	ASIA/17/0008	1/3/2017	1/8/2017	$ 138,480.00	$ 12,672.00	$ 37,126.00	$ 20,891.20			$ -	$ 209,169.20
				$ 2,215,680.00	$ 220,609.80	$ 594,016.00	$ 334,259.20	$ -		$ -	
	Temporary Power Services Contract			$ 8,447,280.00		$ 2,264,686.00	$ 1,274,363.20			$ 331,044.70	**$ 12,317,373.90**
	Amount authorized in PUC Order										$ 11,781,392.00
	Twelve Months Energy Conversion Charge				$ 995,895.70			$ (161,329.00)	$ -		**$ 535,981.90**
	Change Orders and Period of 1/3 to 1/8/2017										**$ 540,213.90**

GUAM CONSOLIDATED COMMISSION ON UTILITIES
RESOLUTION NO. 26-FY2017

RELATIVE TO APPROVING RENEWAL OF THE EXISTING COLLECTIVE BARGAINING AGREEMENT BETWEEN THE GUAM FEDERATION OF TEACHERS AND THE GUAM WATERWORKS AUTHORITY

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, under the Public Employee-Management Relations Act as set forth in 4 G.C.A. Chapter 10, the Guam Federation of Teachers ("GFT") has been formally recognized as the exclusive representative that has the authority to negotiate a Collective Bargaining Agreement ("CBA") on behalf of GWA employees with the management of GWA; and

WHEREAS, in March of 2016, the CCU approved the Collective Bargaining Agreement between GWA and the GFT which was originally signed by the previous General Manager Mark Miller on April 23, 2015 (Exhibit A); and

WHEREAS, on March 22, 2016, GFT and GWA entered into a related Memorandum of Understanding which sets forth, in part, negotiating terms for the adoption of new personnel rules and regulations at the appropriate time; and

WHEREAS, on March 7, 2017, GWA received a Renewal Agreement from the GFT that makes no changes in the existing CBA currently in effect (Exhibit B);

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WHEREAS, on March 16, 2017, GWA received a declaration from the GFT which certifies under penalty of perjury that the then voting members unanimously ratified the CBA and the related MOU (Exhibit C); and

WHEREAS, the CBA has been deemed to be reasonable by the GWA General Manager and GFT President and Board; and all that remains is for the CCU to approve the CBA or reject it; and

WHEREAS, the CCU hereby finds the terms of the CBA to be reasonable and approve the CBA which shall be in effect for a maximum period of one year from the date of signature.

NOW BE IT THEREFORE RESOLVED, the Consolidated Commission on Utilities does hereby approve and authorize the following:

Section 1. The foregoing recitals hereto are hereby ratified, confirmed, and incorporated herein by reference.

Section 2. The Consolidated Commission on Utilities approves the Collective Bargaining Agreement Renewal between GWA and GFT for one year along with the related MOU as set forth in Exhibit B hereto.

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

DULY AND REGULARLY ADOPTED, this 18th day of April, 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: 5

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

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EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN the



For

GUAM WATERWORKS AUTHORITY

AND

GUAM FEDERATION OF TEACHERS UNION

AFT LOCAL 1581 AFL-CIO

"A Union of Professionals"



EFFECTIVE DATE 22nd day of March, 2016.

ORIGINAL

Exhibit "A"

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE GUAM WATERWORKS AUTHORITY
AND
THE GUAM FEDERATION OF TEACHERS UNION
AFT LOCAL 1581 AFL-CIO

ARTICLE I

1.A. PREAMBLE

This Agreement is entered into by and between the Guam Waterworks Authority ("GWA"), whose address is Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam 96913 5 and the Guam Federation of Teachers' Union ("GFT") whose address is P.O. Box 2301, Hagatna, Guam 96932, and collectively referred to as the "Parties."

1.B. RECITALS

WHEREAS, pursuant to 4 G.C.A. §10105 and 12 G.C.A §14109.5, GWA's employees have the right to form, join, assist, and participate in the management of employee organizations of their own choice; and

WHEREAS, in compliance with the requirements set forth in 4 G.C.A §10109, GWA's Management hereby recognizes GFT as the exclusive representative of GWA's employees because at least ten percent (10%) of GWA's employees are members of the GFT and because a majority of GWA's employees have designated GFT as their exclusive representative; and

WHEREAS, pursuant to4 G.C.A §10113(b), GFT has the right, as the exclusive representative of GWA's employees, to negotiate written agreements with GWA's management reflecting bilateral determination of specific terms and conditions of employment, subject to paramount law and regulations.

NOW THEREFORE, in compliance with the above premises and mutual promises set forth herein and terms and conditions hereinafter set forth, GWA and GFT hereby covenant and agree as follows:

1.C. RECOGNITION AND BARGAINING UNIT

1.C.1. The Guam Waterworks Authority recognizes GFT as the sole and exclusive bargaining agent with respect to the terms and conditions of employment for the employees within the collective bargaining unit as defined in Section 2 of this Article.

1.C.2. The recognized unit includes all non-management employees within the Guam Waterworks Authority.

1.D. CONTRACT TERM

This contract shall be effective on the date the last signature is affixed hereto. The contract shall be for a period of one year term subject to annual renewal upon the mutual written consent of the parties.

ARTICLE II

2.A. GENERAL PROVISIONS

2.A.1. It is the policy and purpose of this Agreement and the parties hereto, that it is in the public interest, to promote orderly and constructive relationships between management and its public employees by providing an opportunity for effective participation by employees in the formulation and implementation of policies and procedures affecting conditions of their employment. The Union shall have the right to provide meaningful representation for public employees in grievances, disciplinary matters and negotiate with government management officials for establishing rules and procedures affecting terms and conditions of employment, subject to applicable laws and regulations.

2.A.2. Neither the Union nor the Management shall discriminate against any employee covered by this Agreement on the basis of race, color, religion, sex, age, handicap, or national origin. Covered employees shall have the right to form, join, assist, and participate in the Union and to act as organization representative or to refrain from any such activity, without interference, restraint, coercion, or discrimination and without fear of penalty or reprisal.

2.B. PAYROLL DEDUCTION OF UNION DUES

2.B.1. Management agrees to deduct from covered employee's paycheck each month, union dues, lawful fees and assessments as certified by the Union and agreed to by the employee and remit the same to the Union. The Union agrees that in the event of any change in the Union's dues structure, it will notify the Employer within twenty (20) work days prior to implementing the change. The Employer agrees to furnish the Union with the names and addresses of all newly hired and separated employees.

2.B.2. GWA agrees that it will deduct bi-weekly from covered employees' wages that amount voluntarily allotted for Union dues and forward that amount deducted to the Union within seven (7) working days from the pay-period ending date where such deductions were made. The Employer shall submit a list of the names and social security numbers of employees on whose behalf dues have been deducted. All covered Employees agree to disclosure of their Social Security numbers for the purposes stated herein.

2.C. DEFINITIONS

2.C.1. Administrative leave: Leave with pay without charge to the employee's accumulated leave, granted at the discretion of the Appointing Authority.

2.C.2. Appointing Authority: The General Manager of the Guam Waterworks Authority or his/her designee.

2.C.3. Classified Service: Government service of which employees have attained permanent status and cannot be removed from employment without cause.

2.C.4. Compensatory Time Off: Time off in lieu of overtime pay and managed in accordance with the FLSA and this Agreement. The amount of time off shall be granted at time and one-half.

2.C.5. Continuation of Pay (COP): Means employees are entitled up to 45 calendar days of COP because of temporary total disability or temporary partial disability due to a job related injury that is substantiated by medical report(s). A maximum of 45 calendar days per injury is allowed. The 45 calendar days begin the day following the injury.

2.C.6. Day: Shall mean calendar day unless otherwise specified.

2.C.7. Demotion: The involuntary change of an employee's position to a position with a lower maximum salary rate for just cause. Employee shall be slotted into the step of the respective pay grade closest to, but not more than the salary received in the pay grade he held prior to the demotion for cause.

2.C.8. Demotion (Voluntary): The voluntary movement of an employee from a higher to a lower position with the same or lower salary in the same department/agency.

2.C.9. Detail: The temporary assignment of an employee by the General Manager to perform a particular function.

2.C.10. Disability: The inability to perform the job to which they are assigned due to medical reasons. The disability can be temporary or permanent and partial or complete.

2.C.11. Dismissal: Separation, discharge, or removal for cause of an employee from his/her position.

2.C.12. Duty: A task assigned to an employee by a responsible management authority.

2.C.13. Emergency: Situations which may jeopardize human life and property or agency operations as declared in a manner provided by law.

2.C.14. Employer: Guam Waterworks Authority

2.C.15. Employee: Any non-management person employed by the Guam Waterworks Authority covered under this agreement.

2.C.16. Grievance: Complaints which relate to the working condition and relationship to policies, rules and regulations, and this agreement.

2.C.17. Immediate Family: With respect to leave, immediate family is defined as the employee's spouse, common-law, mother, father, grandparents, guardian, children, grandchildren, in-loco parentis, sister, brother, mother-in-law and father-in-law. Step, adoptive, and spouse of adoptive parents/children/grandchildren would also be considered "immediate family."

2.C.18. Injury: This term means accidental injury, illness, or death arising out of and from the course of employment.

2.C.19. Layoff: The involuntary termination of an employee for reasons other than disciplinary actions and which does not negatively reflect on the Employee's service to GWA and includes reductions-in-force as a result of reorganization or lack of funds.

2.C.20. Management: The line of authority from the General Manager down to the first level supervisors.

2.C.21. Performance Rating: The appraisal or evaluation of the work performance of an employee.

2.C.22. Position: The work consisting of the duties, functions, and responsibilities assignable to an employee.

2.C.23. Probationary Period: It is that period in which a covered employee initially serves to attain permanent status as a GWA employee. This also applies to former employees who have not been employed in the Government of Guam service after four years of separation in good standing. Probationary periods shall not be less than 3 months nor more than 12 months.

2.C.24. Overtime: Actual hours worked in excess of 40 hours in a workweek.

2.C.25. Permanent Status: Permanent status is attained once an employee completes a satisfactory probationary period.

2.C.26. Position Description: A statement of the duties and responsibilities comprising the work assigned to an employee/position.

2.C.27. Promotion: The movement of a permanent employee to a position with a higher maximum salary rate.

2.C.28. Resignation: The voluntary termination of employment by an employee submitted in writing to the GWA General Manager. The effective date of the resignation shall be the date stated in the letter, or if no date is stated, it shall be deemed to be effective the next business day.

2.C.29. Supervisor: A person having supervisory authority over any other employee.

2.C.30. Suspension: The temporary removal of an employee from his/her position with loss of pay for cause.

2.C.31. Termination: The removal of an employee from employment for cause.

2.C.32. Union: The recognized collective bargaining Authority.

2.C. 33. Work Day: The time an Employee is scheduled to work excluding the period of time the employee is scheduled for lunch.

2.C.34. Work Week: A regularly recurring period of seven consecutive 24 hour intervals. A workweek need not coincide with a calendar week. It may begin any day of the week at any hour of the day. A workweek shall remain the same unless any change is intended to be permanent.

2.D. UNION RIGHTS

2.D.1. CONFERENCES

The General Manager or authorized designee and the GFT President or authorized designee shall meet upon request of either party within five working days of a request.

2.D.2. WORK SITE VISITS

The President of the Union or designated representative, or full-time Union employees may visit worksites for matters pertaining to this Agreement and other policies after providing 48 hours advance notice to the GWA General Manager of the facilities the union wishes to visit. If conferences with covered employees are necessary, they shall be scheduled before or after the duty day or during lunch period.

2.D.3. PRESIDENT'S RELEASE TIME

In the event that a covered employee is elected President of the Union the following shall apply:

2.D.3.a. Upon written request from the Union, GWA shall grant the president of the Union leave of absence, without pay, during the president's term of office to conduct Union business. GWA may temporarily fill the position in the President's absence.

2.D.3.b. The president's leave of absence shall commence within thirty days of such request. The Union agrees to reimburse GWA, on a current basis, for the Government of Guam retirement contribution that it makes on behalf of the president.

2.D.3.c. The president shall suffer no loss of benefits or rights, as defined by law or this Agreement, as a result of this leave. The president's seniority shall be treated the same as any other member of the bargaining unit who is on leave from their worksite.

2.E. BULLETIN BOARDS

The Union has the right to the use of a bulletin board paid for by the Union and consisting of a maximum of 16 square feet. The location of the board is subject to GWA approval. The board shall be placed in an employee high traffic area. Management may remove inappropriate postings with immediate notification to the Union.

2.F. UNION STEWARDS

2.F.1. The number and need of stewards shall be determined by the Union and appointments thereof will be made by the President. The Union agrees to limit the number of stewards to a maximum of one (1) per shift per GWA organizational division.

2.F.2. The Union shall supply Management a current and complete list of all authorized stewards.

2.F.3. Management agrees to recognize the Stewards officers and duly designated representatives of the Union and shall be kept advised, in writing, by the Union of the names of its officers and representatives.

2.F.4. Management agrees that in the event it plans to transfer a Steward from one GWA organizational division to work another, GWA shall inform the Union five (5) days prior to taking such action, except for transfers of Stewards for disciplinary, safety, sexual harassment actions, or for homeland security or regulatory compliance.

ARTICLE III

3. GRIEVANCE PROCEDURES

3.A. STATEMENT OF POLICY

It shall be the policy of the Guam Waterworks Authority to promote favorable relations between management and its employees by resolving complaints expeditiously; preventing similar complaints; assuring fair and equitable treatment of all employees; and promoting harmonious working relationships among all levels of employees.

These procedures outline the responsibilities and procedures to be followed by employees in the presentation of an informal or formal grievance. All levels of management shall carefully and promptly respond to an employee's grievance and shall be guided by these procedures.

3.B. APPLICABILITY

The regulations in this Chapter shall apply to all covered employees in the classified service.

3.C. DEFINITION

A **grievance** is any question or complaint filed by a covered employee alleging that there has been a misinterpretation, misapplication, or violation of this agreement, a personnel statute, rule, regulation, or written policy which directly affects the employee in the performance of his official duties; performance evaluation matters, or has received prejudicial, unfair, arbitrary, capricious treatment in his working conditions, or work relationships. The time frames provided in this chapter may be extended or shortened based on the mutual agreement of the parties involved.

3.D. COVERAGE

Grievances may include, but are not limited to, such matters as employee supervisor relationships, duty assignments not related to job classification, shift and job locations, assignments, hours worked, working facilities and conditions, policies for granting leave, promotional matter, and other related matters.

3.E. EXCLUSIONS

3.E.1. GENERAL EXCLUSIONS: The following actions are not covered by these grievance procedures:

a. Disqualifications of an applicant
b. Disqualification of an eligible
c. Examination of ratings
d. Removal during original probationary period
e. Appeals from classification determinations
f. Appeals from adverse personnel actions
g. Allegations or complaints of discrimination
h. Position description and job qualification minimum

3.E.2. EQUAL EMPLOYMENT OPPORTUNITY DISCRIMINATION COMPLAINT: When an aggrieved employee submits a written allegation of discrimination on the grounds of race, color, religion, sex, national origin, marital status, age, disability, or political affiliation in connection with a matter which is subject to the government's grievance procedures, as well as the EEO discrimination complaint procedures, that allegation shall be processed under the EEO discrimination complaint procedures.

3.F. GENERAL GRIEVANCE PROCEDURES

3.F.1. FREEDOM FROM REPRISAL OR INTERFERENCE

An employee and his representative shall be free to use the grievance system without restraint, interference, coercion, discrimination, or reprisal.

3.F.2. An employee, whether acting in an official capacity or on any other basis, must not interfere with, or attempt to interfere with, another employee's exercise of his rights under this grievance system. To be fully effective, the spirit as well as the letter of this non-interference requirement must be enforced. It is not enough for an official to abstain from overt threats or interference. He should refrain from making any statement or taking any action which has the appearance of a threat, interference or intimidation.

3.F.3. EMPLOYEE'S STATUS DURING GRIEVANCE PROCEDURES

An employee's status during each procedural level shall be status quo.

3.F.4. RIGHT TO SEEK ADVICE: Employees may communicate with and seek advice from the following, however, not for the purpose of circumventing these grievance procedures:

a. The GWA Personnel Office;
b. An Equal Employment Opportunity Officer;

c. GWA legal counsel;
d. The supervisor or management official of higher rank than the employee's immediate supervisor; or
e. The Union.

3.F.5. REPRESENTATION

a. An employee has the right to present a grievance without representation.
b. An employee has the right to present a grievance with representation.
   i. An employee has the right to be accompanied, represented, and advised by a representative of his choice at any stage of the grievance proceedings.
   ii. An employee may change his representative, but to do so, he must notify the General Manager within two (2) working days of the change in writing.
   iii. A person chosen by the employee must be willing to represent him.

3.F.6. OFFICIAL TIME FOR PRESENTATION OF THE GRIEVANCE

a. An employee must be given a reasonable amount of official time to present his grievance.
b. An employee's representative, if he is an employee of the GWA must be given a reasonable amount of official time to present the grievance.
c. Official time for the presentation does not include time relating to the investigation or preparation of a grievance , nor does it include travel time in excess of 45 minutes, travel expenses, per diem travel allowances or consultation with private attorney.

3.F.7. TERMINATION OF A GRIEVANCE

a. An employee who has filed a grievance may terminate the grievance at any time by notifying the General Manager at any time in writing.
b. Failure on the part of the employee to proceed to a higher step of the grievance procedure within the time period specified will automatically terminate the grievance.

3.F.8. MANAGEMENT'S RESPONSIBILITY FOR TIMELY ACTION AND SETTLEMENTAT THE LOWEST POSSIBLE LEVEL

a. It shall be the responsibility of management to settle grievances fairly and promptly at the organizational level where the grievance was brought to their attention by the employee.
b. Failure by management to render a decision to the employee within the allotted time automatically allows the employee to proceed to the next step of the grievance procedures.

3.G. STEP 1 - INFORMAL GRIEVANCE PROCEDURES

3.G.1. MANAGEMENT RESPONSIBILITY

An employee's grievance may, or may not be objectively justified. What is important is that the grievance is real to the employee. When the grievance is well-founded, management has both a duty and a need to eliminate the cause. When the grievance is not well-founded, it is equally important to reach an understanding based on the full facts. Therefore, the informal procedure should assure consideration of every employee's grievance with a degree of promptness, understanding, fairness, and competence, which convinces the employee that he has been treated fairly. The employee may present his grievance under the informal procedures, either orally or in writing, and he should not be prevented from submitting a written explanation if he desires.

3.G.2. SUPERVISOR'S RESPONSIBILITY

a. Normal day-to-day discussions between employees and supervisors regarding working conditions and related employment matters are the most constructive and expeditious means of developing and enhancing favorable and effective working relationships.

b. Each employee has the right to present matters to his supervisor and each supervisor has the obligation to act promptly and fairly upon them, seeking the advice and assistance of others when necessary.

3.G.3. EMPLOYEE'S RESPONSIBILITY

a. Each employee is expected to make a consorted effort to achieve informal settlement of his grievance.

b. Tolling Period - In counting the number of days for each step, if the last day of the period falls on a weekend or legal holiday, the filing time or receipt time falls on the next working day.

3.G.4. USING THE INFORMAL GRIEVANCE PROCEDURE - STEP 1

3.G.4.a. INITIATION BY EMPLOYEE

In keeping with the personal nature of matters covered by grievance procedures, grievances can be initiated only by employees, they may not be initiated by employee organizations. Employee organizations may be permitted to present a grievance on behalf of an employee, or a group of employees when requested to do so by the employee or employees.

3.G.4.b. TIME LIMIT

a. An employee may present a grievance to his supervisor concerning a continuing practice or condition at any time. Grievances concerning a particular act or occurrence.

b. Grievances must be presented within 15 work days of that action or occurrence, unless the condition is continuing.

c. The immediate supervisor shall render a decision within 10 work days of the presentation of the grievance. However, this period is tolled during the pendency of any declared emergency related to natural disasters.

3.G.4.c. FORM OF THE GRIEVANCE

An employee may present a grievance under the informal procedure either orally or in writing. Employee must state that he or she is grieving.

3.G.4.d. NON-REJECTION PROVISION

A grievance may not be rejected in the informal procedure for any reason. If the grievance consists of a matter not covered under the grievance system, the employee should be so advised, but he must be allowed to submit his grievance under the formal procedures if he insists.

3.G.4.e. MANDATORY USE OF THE INFORMAL PROCEDURE

An employee must complete the informal procedure before Management may accept from him a grievance concerning the same matter under the formal procedure.

3.G.4.f. FAILURE TO RESPOND

In the event that a Supervisor fails to answer or respond to an informal grievance within ten work days after such informal grievance is presented to him or her, such action shall be considered as a denial of the informal grievance and the employee may proceed with a formal grievance. At no time shall a grievance be remanded back to a lower level due to a failure by a management official to respond to the employee's grievance.

3.H. STEP 2 - FORMAL GRIEVANCE PROCEDURES – NEXT ADMINISTRATIVE LEVEL

3.H.1. PRESENTATION OF THE GRIEVANCE - STEP 2

3.H.1.a. An employee is entitled to present a grievance under the formal procedure if:

a. He or she has completed the informal procedures; and
b. The Employee believes that grievance is not satisfactorily resolved at the informal level; or
c. The immediate supervisor failed to render a decision as specified in step 1, item 3.G.4.b within 10 work days of the presentation of the grievance at the informal level.

3.H.1.b. The grievance presented in Step 2 must:

a. Be in writing on the prescribed form *(see Appendix A);*
b. Contain sufficient detail to identify and clarify the basis for the grievance;
c. Specify the specific relief requested by the employee; and
d. Be submitted to the official who is the next higher supervisor than the immediate supervisor within five (5) work days after the receipt of the answer in Step 1, or after the answer was due.

3.H.2. RESPONSIBILITY OF NEXT HIGHER SUPERVISOR

3.H.2.a. The next higher supervisor must determine whether the grievance was timely, is covered by the grievance procedure and has been processed through the informal procedure.

3.H.2.b. The next higher supervisor shall make a positive attempt to resolve the grievance. He shall render a decision, in writing, to the employee as specified in item 3.H.1.b.

3.I. STEP 3 - FORMAL GRIEVANCE PROCEDURES – GENERAL MANAGER

3.I.1. PRESENTATION OF THE GRIEVANCE - STEP 3

An employee is entitled to present a grievance to the General Manager under Step 3, if:

3.I.1.a. He or she has completed Step 2 of the procedures; and,

3.I.1.b. The Employee believes the grievance is not satisfactorily resolved at the Step 2 level; and,

3.I.1.c. He or she has specified the personal relief sought; and

3.I.1.d. He or she has submitted the entire grievance record to the General Manager within ten (10) work days after receipt of the answer in Step 2, or after the answer was due.

3.I.2. THE GENERAL MANAGER'S WRITTEN DECISION

The General Manager shall render a written decision to the employee within fifteen (15) work days after the General Manager is presented with the employee's grievance. The General Manager's written decision shall include:

3.I.2.a. Whether-or-not the grievance has been granted or denied and,the grounds for the decision.

3.I.2.b. Remedy or relief provided (if appropriate).

3.I.2.c. Any other pertinent facts.

3.J. STEP 4 - APPEAL TO THE CIVIL SERVICE COMMISSION

3.J.1. PRESENTATION OF THE GRIEVANCE - STEP 4

3.J.1.a. An employee is entitled to present a grievance appeal under Step 4, if:

- **i.** He has completed Step 3 of these procedures;
- **ii.** The Employee believes the grievance is not satisfactorily resolved at the Step 3 level; or
- **iii.** The General Manager failed to render a decision within fifteen (15) working days of the submission of the complete grievance, in writing, at the Step 3 level;

3.J.1.b. The grievance presented in Step 4, must:

- **i.** Be in writing;
- **ii.** Contain sufficient details to identify and clarify the basis of the grievance;
- **iii.** Include complete copies of the grievance forms submitted in Steps 2 and 3;
- **iv.** Specify the personal relief requested by the employee;

v. Be submitted to the Civil Service Commission within ten (10) work days after receipt of the answer in Step 3, or after the answer was due; and
vi. Contain complete information of Employee and Representative (if appropriate).

ARTICLE IV

4. TRANSFERS AND DETAIL ASSIGNMENTS

4.A. VOLUNTARY TEMPORARY TRANSFERS:

4.A.1. When management identifies a temporary need for an employee in another position classification for a period of time longer than 90 days but less than one (1) year, and for which they are qualified, an employee may be transferred to that position with the employee's consent. The Employee shall retain all vested classified rights. The Employee shall be paid at the salary of the new position classification not to exceed two steps up from their salary step at the time of the transfer. Under no circumstances shall an employee be paid a lower rate due to a temporary transfer.

4.A.2. Increments shall not be affected during a voluntary temporary transfer.

4.A.3. No employee shall be eligible for any other voluntary temporary transfer within five years following the date that any prior voluntary temporary transfer was concluded.

4.B. VOLUNTARY DEMOTIONS

Demotions may be made when the employee meets the minimum qualification requirements of the position to which he seeks movement. Such demotion shall require the prior approval of the General Manager and the written consent of the employee.

4.C. COMPENSATION ADJUSTMENT FOLLOWING A DEMOTION

The reduction shall be to the salary in the new pay grade closest to, but not more than, the employee's salary at the time of demotion.

4.D. DETAIL ASSIGNMENTS

4.D.1. A detail is the temporary assignment to meet management needs of an employee to another position or to a group of specific duties and responsibilities for a specified period not to exceed ninety (90) days with the employee returning to his regular duties at the end of the detail.

4.D.2. Details shall be made only for meeting temporary needs of a division, department, or section programs including but not limited to the following:

a. emergency details - to meet emergencies occasioned by abnormal workload, change in the organization or unanticipated absences; or
b. pending description and formal classification for a new position; or
c. to replace an incumbent who is undergoing training and to replace any employee who is unavailable for work for any reason including filling vacancies on a temporary basis.

4.D.3. All details in excess of 30 calendar days must be documented.

4.D.4. An employee may be detailed while serving a probationary period provided however that no employee may be terminated for performance related matters to the detail, including lack of training.

4.D.5. Temporarily assignments and details shall conform to applicable statutes on the subject.

4.D.6. An employee in an unclassified position, or an individual employed under a contract shall not be detailed to a position in the classified service.

4.D.7. Nothing in this regulation is intended to infringe on management's prerogatives in day-to-day operational activities which may occasionally require that an employee be assigned, for brief periods up to 90 calendar days, work normally performed by another employee.

4.D.8. Employees serving on a detail in a position having a higher pay grade than his regular position shall receive the pay grade assigned to that position at the employee's current step.

4.D.9. Employees serving a detail in a position having a lower pay grade shall not have their pay adjusted to the lower pay. An Employee whom has filed a complaint or grievance of any sort against the agency or its management may be detailed or temporarily reassigned with written justification therefore.

ARTICLE V

5. HOURS OF WORK, OVERTIME AND PREMIUM PAY

5.A. STATEMENT OF POLICY

This chapter sets forth the standard for hours of work, wages, overtime compensation, compensating time-off in lieu of overtime pay, observance of holidays and a system under which the pay of certain employees shall be adjusted for certain hours, days or conditions of work. These provisions shall be in addition to the Fair Labor Standards Act (FLSA).

5.B. GENERAL PROVISIONS

The following provisions shall apply to all employees covered under this agreement:

5.B.1. The basic workweek is 40 hours. Alternatively, a workweek is a regularly recurring period of 168 consecutive hours – seven consecutive 24 hour periods. The workweek need not coincide with the calendar week. It may begin any day of the week and any hour of the day, but it must in each case, be established in advance. The workweek may be changed, but only if the change is intended to be permanent and is not made to evade overtime requirements or policies.

5.B.2. An employee's workweek may be in accordance with office hours, with designated shifts, or with such flexible or variable hour program as are implemented by individual departments. A work week shall not be less than 40 hours unless a bonafide financial need is declared by law, GWA governing board or General Manager.

5.B.3. A full-time employee shall be allowed a 15 minute break period in the first half and second half of the work day.

5.B.4. Full-time employees shall be allowed a minimum of 30 minutes and up to a one hour meal period during each work day.

5.B.5. Normally the schedule of workweek for shift workers shall be prepared and prominently posted at least two weeks in advance so that the employees affected will be informed. Such schedule shall not be less than one week and may not be changed, except for good cause. Whenever possible, work schedules shall permit an employee to enjoy a holiday on the day it is observed.

5.B.6. The General Manager may permit flexible work schedules as may be appropriate.

5.C. HOURS WORKED

All times during which an employee is required by the Supervisor of higher authority to be at work, is considered as hours worked, except for meals or other periods when he is released from duty, or for any such time that an employee is engaged in personal business. Hours worked does not include "*Happy Labor*" (work performed voluntarily and without expectation of compensation).

5.D. HOURLY RATE OF PAY

5.D.1. OVERTIME

5.D.1.a COVERAGE

i. Upon the occurrence of overtime work, covered classified employees shall be entitled to receive overtime compensation calculated at the rate of 1 and ½ times the regular rate of pay for each hour or portion of the hour of overtime worked.

ii. In determining the number of hours worked by an employee within a given workweek or work period, time spent off on annual, administrative (except for training), sick, compensatory time-off, other leave (with or without pay), or holidays will not be counted as time worked. Such time off with pay shall be included in straight time pay, but it is not included in computing whether a covered employee has worked in excess of 8 hours in a day or 40 straight time hours in a workweek.

iii. Any fraction of an hour of overtime worked shall be converted to the nearest 30 minutes.

iv. Covered employees include those positions that are not exempted by the Fair Labor Standards Act.

5.D.1.b. OCCURRENCE OF OVERTIME WORK

i. Overtime work may be authorized by the Supervisor in cases of emergency, or when the best interest of GWA service indicate that overtime work is required.

ii. It shall be the responsibility of the Supervisor to determine that the provisions of overtime pay are administered in the best interest of GWA services. Recognizing that the Supervisor is responsible for the manner in which overtime work is authorized, it is

especially important to control unauthorized overtime.

iii. Each Supervisor is responsible for internal controls which will provide a means of reviewing and evaluating the use of overtime.

iv. Overtime work will occur when an employee renders service renders service in excess of 40 hours per workweek.

5.D.1.c. COMPENSATION FOR OVERTIME WORK

i. Payment for overtime work shall be made no later than two pay periods after the overtime work is performed.

ii. Overtime compensation shall be at the rate of 1 and ½ times the regular rate of pay for each hour, or 30 minute portion of the hour of overtime worked.

iii. An employee who is subject to the maximum 120 hours of compensatory time under this agreement shall be paid cash wages of time and one-half the regular rate of pay for overtime hours in excess of this maximum.

iv. The requirement that overtime must be paid after 40 hours a week may not be waived by an agreement between management and the employee, except as provided in this agreement.

v. Employees who work during emergency periods as declared by the Governor of Guam shall be compensated pursuant to the law.

5.E. COMPENSATORY TIME OFF (CTO) IN LIEU OF OVERTIME PAY

5.E.1. In the absence of any funds for overtime compensation, compensatory time off shall be granted in lieu of overtime pay. A record of this agreement must be kept with the GWA Payroll Office. Employees shall submit a leave-form requesting CTO.

5.E.2. The number of hours of overtime work shall be converted to compensatory time credit at the rate of 1 and ½ hours for each hour of overtime work, or portion of the hour.

5.E.3. Employees may accrue not more than 120 hours of compensatory time.

5.E.4. Any additional overtime work performed by employees, who have already accumulated the maximum 120 hours of compensatory time shall be compensated not later than two pay periods following the period during which the overtime was worked.

5.E.5. When sickness lasting one or more days occurs during a scheduled compensatory time off, and the employee substantiates such to the satisfaction of the Supervisor, the employee shall be charged sick leave and permitted to reschedule his compensatory time off. Application for such substitution of sick leave for compensatory time off shall be made within three work days upon return to duty, and shall be in conformance with the requirements for using sick leave.

5.E.6. An employee who has requested the use of compensatory time off shall be permitted to use such time, within a reasonable period after making the request, if the use of the compensatory time does not unduly disrupt the operations of GWA.

5.E.7. An employee on compensatory time off shall be deemed to be on official leave with pay status.

5.E.8. The Supervisor may require an employee to use any accumulated compensatory time off.

5.F. CONVERSION OF COMPENSATORY TIME OFF TO CASH

5.F.1. The employee may request in writing that accrued CTO be converted cash payment. All such requests are subject to the approval of the General Manager and if approved shall be paid at the rate at which it was earned. Such requests shall not be unreasonably denied.

5.F.2. At the time of separation, the employee shall be paid in cash for all unused compensatory time credit earned at the rate at which it was earned.

5.G. HOLIDAY PAY

Employees who are required, because of an emergency or other reasons, to work on holidays shall be paid at a rate equivalent to double their hourly rate of pay exclusive of any additional pay, except as otherwise provided by statute. For purposes of these rules, holidays are declared to be those identified in local statute.

5.H. NIGHT DIFFERENTIAL PAY

Work performed between the hours of 6:00 p.m. and 6:00 a.m. shall be compensated as follows:

Any employee who works between the hours of 6:00 p.m. to 6:00 a.m. shall be entitled to night differential pay, calculated at the rate of their regular wage plus 10% for all periods worked between the hours of 6:00 p.m. and 6:00 a.m., except as otherwise provided by statute.

5.I SALARY INCREMENTS (Non – CTP)

5.I.1. Salary increment increases shall be granted to covered Employees whose services are rated satisfactory or above for the rating period.

5.I.2. Salary increment increase up to step 7 is on an annual basis from date of hire or from the date of a promotion, when the employee has successfully completed their new probationary period following promotion, when the employee has successfully completed their new probationary period following promotion.

5.I.3. Salary increment increase from Steps 7 to 10 is granted eighteen (18) months from date of hire or from the date of a promotion when the employee has successfully completed their new probationary period following promotion.

5.I.4. Salary increment increase from Steps 10 to 20 is granted every two (2) years from date of hire or from the date of a promotion when the employee has successfully completed their new probationary period following promotion.

5.I.5. Should an employee separate in good standing, return under the provisions of re-employment, the employee shall be credited for the time served prior to separation for the purpose of granting salary increment, provided that the employee has had a review period of at least 90 days following his return.

5.I.6. Personnel actions for salary increment shall be processed in a timely manner. A reasonable standard shall apply in determining timeliness.

5.J. OUTSIDE EMPLOYMENT

Employees shall be permitted to work at outside private employment not in conflict with their government service, nor such as would bring GWA or its employees into disrepute. Any employee may undertake outside employment only if such is not in conflict with his work assignments and duly scheduled hours of his government employment. All outside employment requests must be in writing and must be approved in advance by the GWA General Manager and such requests for outside employment shall be made at least once annually.

5.K. HAZARDOUS PAY

The following guidelines shall apply relative to requests for payment of hazardous duty pay differential which involves exposure to hazardous conditions.

5.K.1. Employees shall not to be compelled to Work in Unsafe Conditions. Following the determination of an unsafe working condition by GWA's Safety and Compliance Officer, no employee may be compelled or in any way coerced to work in an unsafe working condition. An extremely unsafe condition is one that threatens immediate and unavoidable physical harm. The determination of GWA's Safety and Compliance Officer shall be in the form of a written report which covers the location of the extremely unsafe condition, a description of the nature of the extremely unsafe condition, the length of time the condition is estimated to exist along with a recommendation on how the extremely unsafe condition will be alleviated and/or fixed. The report shall be immediately delivered to the General Manager when completed. The GWA Safety and Compliance Manager shall treat any report of an extremely unsafe working condition as their top priority.

Refusal to work in an unsafe working condition after a reporting of an unsafe working condition shall not be considered in evaluating job performance or be considered as a factor in the promotion or demotion or adverse action of said employee.

GWA shall take reasonable steps based on GWA's budget, capital plan and regulatory needs, Guam laws, emergency declarations, existing circumstances and income to eliminate or reduce hazardous working conditions in order to assure every employee of GWA a safe workplace and healthful working conditions free from recognized hazards that are causing or likely to cause death or serious physical harm.

5.K.2. Hazardous Duty Pay. Hazardous duty pay as established under GWA's Hazardous Pay Policy (which may be amended from time-to-time by GWA's governing board for CTP employees) may be added to the base pay of employees who are temporarily exposed to hazardous duty for a minimum of 15 minutes for each assigned hazardous duty that is not

included within their job duties or pay structure. All hazardous pay requests shall comply with GWA's Hazardous Pay Policy.

ARTICLE VI

6. PERFORMANCE EVALUATIONS

6.A. PURPOSE

The GWA shall establish and maintain a performance evaluation system for the fair and objective appraisal of work performance of employees. The performance evaluation system **may** be used to:

1. Analyze/improve individual performance.
2. Strengthen supervisor/employee relationships.
3. Recognize employee accomplishments and good work.
4. Identify job standards.
5. Identify training need.
6. Grant or deny pay increments.
7. Determine order of layoffs.
8. Determine eligibility for promotion.

6.B. PERFORMANCE EVALUATION RECORDS

6.B. 1. A copy of the performance evaluation report shall be transmitted to the General Manager 30 days prior to the anniversary date. Upon receipt of the performance evaluation report and recommendations, the General Manager shall effect the appropriate personnel action in accordance with the recommendation of the Supervisor and it shall contain the Supervisor's comments and recommendations. The General Manager may adopt the recommendations or make his own as long as it is justified. The GWA General Manager shall provide written justification upon request.

6.B.2 Records of the performance evaluation report shall be filed in the employee's personnel file.

6.C. RESPONSIBILITY FOR PERFORMANCE EVALUATIONS

The General Manager shall approve all performance ratings made within GWA. He shall insure that performance evaluations and reports are completed and submitted on a timely basis. The employee shall sign the performance report; the signature of the employee does not imply agreement but only indicates that the report has been seen. In the event that the employee has substantial disagreement and refuses to sign, the supervisor shall state such fact on the performance evaluation form.

6.D. SUPERVISOR'S RESPONSIBILITY FOR PERFORMANCE EVALUATIONS

6.D.1. The performance standards shall be developed and the performance rating shall be completed by the supervisor immediately responsible for the employee's work with input from

the employee (the level of input to be determined by the Supervisor). The rater should be the individual who oversees reviews and checks the daily work performance of the employee being rated, or is the supervisor who is most closely acquainted with the employee's daily work performance. The supervisor shall also be responsible for the timely preparation and submission of performance reports for all employees under his supervision. The employee's supervisor must have supervised the employee for at least 90 days to render a fair evaluation. Before a supervisor retires, resigns, or transfers, he shall render an evaluation for the assigned employees before leaving the division/section or GWA.

6.D.2. For employees on temporary assignments due to work injury, disability (light duty), etc. for 120 days or more, the supervisor may establish additional performance standards to reflect current duties. A composite rating for the temporary assignment and permanent position may be made.

6.E. THE PERFORMANCE EVALUATION FORM

Performance evaluations shall be accomplished on a form prescribed by the General Manager consistent with the performance evaluation system in effect. The performance evaluation forms shall be filed in the employee's personnel file.

6.F. SALARY INCREMENTS - PERMANENT EMPLOYEES

Every covered employee shall be entitled to not less than a one step salary increment for satisfactory or better performance aside from CTPs covered under this agreement who shall receive salary increments in accordance with law.

6.G. APPEAL OF PERFORMANCE EVALUATION RATING

Employees whom are dissatisfied with a performance evaluation or rating may invoke the grievance procedures laid forth in this agreement.

ARTICLE VII

7. LEAVE

7.A ANNUAL LEAVE

7.A.1. REQUEST FOR ANNUAL LEAVE

Requests for annual leave shall be submitted to the appropriate supervisor by the employee, at least 48 hours in advance, for leaves in excess of 40 consecutive hours; and 24 hours in advance for leaves less than 40 hours, in order to avoid unnecessary disruption of work. Reasonable consideration shall be afforded for emergency situations.

7.A.2. MINIMUM CHARGE FOR ANNUAL LEAVE

Annual leave requests shall be made and such requests shall only be granted in increments of whole hours.

7.A.3. ACCRUAL OF ANNUAL LEAVE

Accrual of Annual Leave shall be computed pursuant to Guam Law.

7.A.4. LUMP SUM PAYMENT FOR ANNUAL LEAVE UPON SEPARATION OR TRANSFER

When an employee is separated from the GWA service, he shall be given a lump sum payment for any accrued and unused annual leave as of the date of separation.

7.A.5. LIBERAL CONSIDERATION OF ANNUAL LEAVE REQUESTS UPON BIRTH ORADOPTION OF A CHILD

Employees may, upon the birth or adoption of a child, submit a request on the appropriate leave form for annual leave for the purposes of assisting or caring for the child. Such requests should be liberally considered by supervisors and for other leaves set forth in the Family and Medical Leave Act (FMLA) in addition to maternity and paternity leave, for a maximum of six (6) months.

7.A.6. ADVANCE LUMP SUM PAYMENT FOR ANNUAL LEAVE

In accordance with Section 4111, Chapter 4 of Title 4 of the Guam Code Annotated, an employee may, prior to taking authorized annual vacation leave, receive a lump sum payment in advance for the period of leave authorized. No employee who received a lump sum payment in advance may return to work prior to the expiration period of such leave.

7. B. SICK LEAVE

7.B.1. PURPOSE AND ELIGIBILITY

7.B.1.a. Sick leave shall be allowed to an employee when the employee:

i. receives medical, dental or optical examination or treatment or any mental health examination, counseling or treatment;
ii. Is incapacitated for the performance of duties by sickness, injury, complications due to pregnancy, medical confinement; or would jeopardize the health of others by his presence at his duty assignment because of exposure to a contagious disease; or
iii. Is compelled to be absent from duty to provide health care for a member of the employee's immediate family as a result of an illness or injury.

7.B.1.b. Sick leave with pay shall be allowed during leaves of absence or vacations, provided, however, that any sick leave taken by an employee while on vacation must be supported by a certificate issued by a licensed physician.

7.B.2. NOTIFICATION OF SICKNESS

Notification of absence on account of sickness shall be given as soon as possible on the first day of absence or, if impractical, as soon thereafter as circumstances permit.

7.B.3. SICK LEAVE

Sick leave shall be granted in accordance with statute and this agreement.

7.B.4. SICK LEAVE CHARGED ONLY FOR WORKING HOURS

An employee shall be charged for sickness for only those hours for which he was, or would have been scheduled to work.

7.B.5. ACCRUAL OF SICK LEAVE

Sick leave shall be accrued pursuant to Guam Law.

7.B.6. MINIMUM CHARGE FOR SICK LEAVE

Sick leave requests shall be made and such requests shall only be granted in increments of whole hours.

7.B.7. ACCUMULATION AND CARRY OVER OF SICK LEAVE

Unused sick leave may be accumulated and carried over to succeeding leave years without limitation.

7.B.8 ADVANCE OF SICK LEAVE

a. An employee, who has suffered a serious illness or ailment and has exhausted his sick leave and who intends to return to work, may submit a written request, for advance of sick leave, to the General Manager. Each request for advance of sick leave must be accompanied by a certification by the employee's physician. An advance of sick leave may not exceed 13 days, and shall be subject to approval by the General Manager.

b. If the employee is medically certified as being unable to return to work after all accrued and/or advanced sick leave credits have been used, the employee shall be allowed to use any accrued compensatory or annual leave credits before being placed on leave without pay or FMLA leave.

7.B.9. PHYSICIAN'S CERTIFICATION OF INCAPACITATION

a. An employee who is absent in excess of three consecutive days because of illness, injury, quarantine, or to provide health care for a member of the employee's immediate family may be required to furnish a certification as to the incapacitation by a licensed physician or furnish other administratively acceptable evidence.

b. Supervisor may require certification for other periods of illness when there is adequate proof of abuse of sick leave or when suspicious patterns of leave develop. Supervisors shall notify the affected employee in advance that medical certification will be required for such other periods.

c. If the certification required is not furnished, all absences which would have been covered by such certification shall be indicated on the payroll as leave of absence without pay and the employee may be subject to disciplinary action.

d. If the medical certification furnished by the employee is not acceptable to the General Manager, he may require the employee to submit to an independent medical examination which shall be paid for by GWA.

e. Based on the medical certification, the General Manager:

i. May disapprove further use of sick leave if the employee is medically evaluated as fit for work.

ii. Shall allow the employee to use accrued sick leave if GWA's medical evaluation as unfit to return to work. In the event the employee exhausts his accrued sick leave the provisions of these Rules shall apply.

7.C. ON-THE-JOB INJURY

It is the policy of GWA and the Union that employees are provided with as safe working conditions as is practicable. However, in the event that an employee incurs a job-related injury, the following procedures shall apply.

7.D. EXCUSED ABSENCES/ADMINISTRATIVE LEAVE

Employees are entitled up to 45 calendar days of COP because of temporary total disability or temporary partial disability due to a job related injury that is substantiated by medical report(s). A maximum of 45 calendar days per injury is allowed. The 45 calendar days begin the day following the injury.

7.E. JURY DUTY

7.E.1. An employee, who is called for jury duty in any court in the Island of Guam, shall be excused from duty with full pay and without charge to leave for all hours required for such duty, not to exceed the number of hours in the employee's normal work day.

7.E.2. An employee called for jury duty is required to show the Jury Duty Call Notification to his supervisor.

7.E.3. Supervisors are responsible for advising employees that all compensation earned for such jury service, except allowances for travel, must be paid to GWA, in accordance with Section 6505, Chapter 6, Title 4 of the Guam Code Annotated. An employee may elect to request for annual leave for the purpose of jury duty service, in which case the employee may keep the compensation earned for such jury duty.

7.F. NATURAL DISASTERS AND OTHER EMERGENCY CONDITIONS

7.F.1. Administrative leave, unless required to work, shall be granted to employees when natural disasters or other emergency conditions create unsafe working conditions.

7.F.2. Excused absence, for natural disaster or other emergency conditions, may be granted only when there has been an official proclamation of the hazardous conditions from the CCU, GWA General Manager, or the Governor of Guam.

7.F.3. When Emergency has been declared, the General Manager shall determine whether affected facilities or portions thereof, covered by the proclamation, are to be closed.

7.F.4. Except for those employees determined by the General Manager to be necessary for

providing essential services, employees shall be released from duty with pay, without charge to leave, for the period the facility is closed.

7.F.5. Employees who are on annual or sick leave status when an emergency condition is declared and are not required to report to duty, shall be considered as released from duty with pay without charge to leave for the period the work facility is closed.

7.G. ABSENCE PENDING FORMAL INVESTIGATION

An employee, who is under formal investigation for misconduct, or violation of a rule or statute, may be placed on excused absence from duty without charge to leave, when the employee's absence from the work location is essential to the investigation.

7.H. BEREAVEMENT LEAVE

A. An employee, upon request, shall be granted two days of excused absence with pay, and without charge to leave upon the death of any member of the employee's immediate family.

7.I. PATERNITY LEAVE

A. Paternity leave shall be granted to a male employee occupying a permanent position upon the birth of a child, or children by his wife, including common-law.

B. Paternity leave shall not exceed 20 days of paid leave and must encompass the date of childbirth.

7.J. MATERNITY LEAVE

7.J.1. Pregnant employees are responsible for notifying their supervisor, in advance, of their intention to request leave for maternity purposes including the type of leave, approximate dates and anticipated date of return to duty, to allow the agency time to prepare for any staffing adjustments which may be necessary. The supervisor is responsible for providing gainful employment and making use of the employee's skills for as long as the employee is not incapacitated for duty.

7.J. 2. Sick leave shall be made available during pregnancy to cover for physical examinations and periods of incapacitation based on certification by the employee's physician. An employee may request for annual or sick leave, or leave without pay (in addition to the authorized maternity leave) to provide for a reasonable period of adjustment, or to make arrangements for the care of the child.

7.J. 3. An employee who wishes to return to work following delivery shall be assured continued employment in her position or a position of like seniority, status and pay upon presentation of her personal physician's certification of fitness for duty.

7.J. 4. The marital status of the pregnant employee shall not adversely affect her right to continued employment or use of leave.

7. J.5. GRANTING OF MATERNITY LEAVE

a. Maternity leave shall be granted to a female employee occupying a permanent position who is absent from work as a result of childbirth. Such maternity leave shall not exceed 20 days encompassing the date of childbirth. Any additional leave taken for such childbirth purpose, may be charged against accumulated sick leave, or may be unpaid leave, at the option of the employee.

b. Total leave, whether maternity, sick or unpaid leave, shall not exceed twenty days without approval of the employee's supervisor, and must be based on medical need as certified by a licensed doctor.

7.K. PARENTAL INVOLVEMENT INITIATIVE LEAVE

7.K.1. An employee of the Government of Guam, who is a parent or legal guardian and who is not otherwise prohibited from such contact with his child by order of a court, may use up to four (4) hours every two (2) pay periods to meet with a teacher or other school official concerning the employee's child's performance or behavior or to volunteer parental-involvement time at his child's school.

7.K.2. The four (4) hours every two (2) pay periods may be utilized at the arrangement of the employee with the employee's supervisor, and may be split into smaller separate segments over the two (2) pay period time frame.

7.K.3. An employee requesting such leave shall submit a request to his supervisor in advanced, and is required to obtain from his child's teacher or school official a signed certification that the employee has visited the school for an official conference or function. Such requests may be denied for good cause.

7.L. LEAVE WITHOUT PAY

7.L.1. Leave without pay is a temporary non-pay status and an absence granted in response to an employee's request. Leave without pay covers only those hours which an employee would otherwise work or, for which he would be paid. Employees may request leave without pay for good cause when their current authorized annual or sick leave with pay, will not cover the total period of requested leave. Such request may be denied for good cause. All LWOP requests must be approved by the GWA G.M.

7.L.2. When an employee is on leave without pay status, accrual of sick, annual or retirement credit is not allowed.

ARTICLE VIII

8. EMPLOYEES WITH DISABILITIES

8.A. PLACEMENT OF EMPLOYEES WHO BECOME MEDICALLY NON-QUALIFIED

8.A.1. The provisions of this section shall apply to permanent employees who become medically non-qualified and to original probationary employees with a service connected disability.

8.A.2. It is the responsibility of GWA to assure, to the extent possible, the continued employment of employees who become disabled as a result of an injury, accident or illness that is not a result of misconduct, or who are found to be medically non-qualified for their present position, but who are medically qualified for other types of positions within GWA.

8.A.3. The employee shall be examined at the expense of GWA by a government or private physician or physicians, in such field or fields of medicine and/or psychiatry as may be applicable to evaluate the employee's qualifications for his present position, or assess his current physical and emotional capacities and/or evaluate his qualifications for a vacancy for which he is being considered under the provisions of this section.

8.A.4. Employees affected by this rule shall be considered for those vacancies for which they qualify.

8.A.5. In the placement of employees with a disability, the following should be taken into account:
a. The ability of the employee to safely perform the duties of the position without undue interruption to the work program and/or undue hardship on the operations of the program.
b. The ability of the employee to absorb any required training or retraining.
c. The mutual interest of both GWA and the employee.
d. If demotion is involved, whether or not initiated by the employee, he shall be compensated in accordance with GWA Personnel Rule and Regulation.

8.B. PLACEMENT OF EMPLOYEES WITH DISABILITIES

8.B.1. After medical, physical, or psychological reevaluation, an employee who is no longer qualified to perform the duties of his position satisfactorily within a stated reasonable period of time and in spite of reasonable accommodations due to a permanent medical physical or mental incapacity, the General Manager shall take the following action:
a. Transfer and re-assign the employee to an equivalent position elsewhere in GWA;
b. Promote the employee; or
c. Reassign the employee to a lower graded position elsewhere in GWA, if no equivalent position is available.

8.B.2. If there is no appropriate position in which the employee can be placed within GWA, the General Manager will coordinate placement of the employee in a suitable position with other Government of Guam departments and agencies. If an appropriate vacancy is found, the receiving department or agency may process the appropriate action to employ the employee who is medically disabled consistent with personnel rules of that department or agency and provisions of the ADA.

8.C. REASONABLE ACCOMMODATION

Every effort shall be made by the General Manager to provide reasonable accommodations to assure continued employment.

8.D. TERMINATION OF EMPLOYMENT
The General Manager shall terminate the employment of the employee:

8.D.1. If no suitable placement can be made or if the employee refuses placement in a suitable position.

8.D.2. If the employee refuses retirement.

8.D.3. If the General Manager has evidence that the employee is permanently disabled from performing the job, or will be disabled for a long time that termination is necessary in light of demonstrated business realities. Such termination action shall be consistent with Adverse Action Procedures.

ARTICLE IX

9. MISCELLANEOUS PROVISIONS

9. A. RESIGNATION PENDING ADVERSE ACTION
An employee who resigns after receipt of a notice of proposed adverse action is deemed to have resigned voluntarily. No record of the proposed adverse action shall be kept by the agency.

9.B. SAFETY STANDARDS
The minimum safety standards shall be those established in the Occupational Safety and Health Code (Chapter 87, Title 10 of the Guam Code Annotated) and administered by the Division of Occupational Safety and Health, Department of Labor.

9.C. DRUG FREE WORK PLACE
It is the rule of the GWA to prohibit the manufacture, distribution, dispensation, possession or use of a controlled substance on or off the workplace. Any employee who violates this rule will be subject to disciplinary action.
Note: Refer to Drug Free manual on the Implementation Procedures of
the Drug-Free Workplace Program Policy adopted by the GWA.

9.D. PERSONNEL FILE

9.D.1. Derogatory Material: GWA shall notify the employee if derogatory or confidential material is placed in his file.

9.D.2. Right to Respond: The employee shall have the right to submit a response to derogatory material or statements. Such response shall be attached to and filed with the material or statement in the employee's official personnel file. No anonymous reports shall be filed in the employee's personnel file.

9.D.3. Employee's Right to Access File

Besides the right to inspect his personnel file and the right to an opportunity to respond to derogatory material in his file, as delineated above, each employee shall have the following rights regarding his personnel file:

a. No material in the file may be made confidential as to the employee; he must have the opportunity to know its contents.

b. In the event the employee disagrees with or considers any documented information or material untrue, he may resort to the grievance procedures;

c. The employee shall have the right to duplicate any material in his file including employment application forms, police clearance, TB clearance, High School/College Diploma and/or Transcripts, etc.

d. The employee shall have the right to submit to the Personnel Office for his personnel file any material of merit which is relevant to his performance within the GWA.

e. GWA may reject any material that is irrelevant or inappropriate that is submitted under item #4.

9.D.4. Duration of Disciplinary Action

Memorandum of Concern, Warning, Counseling, or Reprimand against an employee will be kept in the employee's personnel record.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.A. SEVERABILITY

In the event that any portion of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction, all other items, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties thereto.

10.B. SAVINGS

10.B.1 Grievances initiated under this Agreement (or as extended) and pending on the execution hereof beyond the life of this Agreement are saved and may be prosecuted by the aggrieved party as though the Agreement is still in force.

10.B.2 Leave entitlement and balances are not affected by expiration of the Agreement

10.C. NEGOTIATIONS

10.C.1 If either party desires to modify any or all parts of this Agreement for a successive term that party may give written notice of the same to the other party at any time. A jointly developed schedule for negotiations shall be completed and negotiations shall commence not later than 60 days thereafter.

10.C.2 Upon the request of either party, the other shall make available for inspection and copying, documents and records pertinent to the subject of negotiations. Both parties have the right to request that their most recent proposals be answered by a written counterproposal.

10.C.3 An article, or portion thereof, is considered a tentative agreement only when mutually signed and dated by both parties. All tentative agreements are subject to formal ratification by the Board and the Union.

10.C.4 When tentative agreements have been negotiated on all matters submitted by the parties, the Agreement shall be reduced to writing and presented to the Union for ratification. The Union shall have fifteen (15) days in which to present a written report to the Board of their action. Following such ratification, the Agreement shall be subject to ratification by the Board that shall take place within fifteen (15) days of the date the Union notifies the Board of ratification. The Agreement shall then be forwarded to the Attorney General and-the Governor.

10.D. PRINTING AND POSTING OF THIS AGREEMENT

Both the Union and the Board retain the right to print this Agreement, and subsequent modifications, if any. The Union shall be responsible for the printing and distribution of the Agreement to its dues paying members. The Board agrees that it shall be responsible for printing and distribution of this Agreement for the managers of the GWA. Copies of the Agreement shall be posted on both the Waterworks Authority's and the Unions web site. Both the Union and Board may make printed copies of the Agreement available for purchase to all others.

10.E. EFFECTIVE DATES OF AGREEMENT, TERM AND AMENDMENTS.

10.E.1 This Agreement may be amended in whole or in part as specified in Section 10.C. (subject to GWA board approval and other approvals required to be obtained by the Union). Both parties agree to review and negotiate any request in good faith.

10.E.2 This contract shall be effective on the date the last signature is affixed hereto. The contract shall be for a period of one year term subject to annual renewal upon the mutual written consent of the parties.

In Witness Whereof, the parties hereto, through their duly authorized representatives, hereby execute this Agreement on the date indicated below:

Approved by GWA:

Mark G. Miller
Interim General Manager — 4/23/2015 Date

CCU Chairperson — 3/30/16 Date

Ratified for the Union:

Daniel Del Priore — 23 March 2015 Date
Chief Negotiator

Timothy Fedenko, President — 7/27/2015 Date

EXHIBIT B

AGREEMENT FOR THE ANNUAL RENEWAL OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CONSOLIDATED COMMISSION ON UTILITIES, FOR GUAM WATERWORKS AUTHORITY, AND THE GUAM FEDERATION OF TEACHERS UNION, AFT LOCAL 1581 AFL-CIO

Whereas The Guam Federation of Teachers Union and the Consolidated Commission On Utilities, for Guam Waterworks Authority, did on March 22nd 2016 enter into a Collective Bargaining Agreement for a One Year Term and,

Whereas the aforesaid Collective Bargaining Agreement allows and authorizes the parties to enter into an annual renewal of the said Agreement upon their mutual consent and,

Whereas the parties are mutually desirous of now entering into an annual renewal of the aforesaid Collective Bargaining Agreement;

Now, Therefore, The Consolidated Commission On Utilities, for the Guam Waterworks Authority, and The Guam Federation of Teachers Union; with the Guam Waterworks Authority specifically concurring therein, do hereby mutually agree to this Annual Renewal of the subject Collective Bargaining Agreement; a copy of which is attached hereto as exhibit "A", and incorporated herein by this reference as if fully set forth; such that the subject Collective Bargaining Agreement exhibit "A" hereto, shall now expire one year from the date the last signature is affixed to this Annual Renewal Agreement .

In Witness Whereof, the parties hereto, through their duly authorized representatives, hereby execute this Agreement on the date indicated below:

Approved by GWA:

Miguel C. Bordallo, P.E.
General Manager

4.20.17
Date

Ratified for the Union:

Sanjay Sharma, President

4/11/17
Date

Joseph T. Duenas, Chairman
Guam Consolidated Commission on Utilities

4.20.17
Date

EXHIBIT C

GFT, AFT Local 1581
Together We Win!

Timothy Fedenko, President
Corazon Mucho, Secretary
Sanjay Sharma, Vice President
James Lujan, Treasurer

16 March 2017

To: Kelly Clark, Esq.
GWA General Counsel

Fr. Dan Del Priore
GFT Rep.

Re, CBA/MOU Renewals

Via Hand Delivery

Dear Attorney Clark,

Please receive enclosed the Declarations confirming the approvals of the Renewals for the GFT-GWA CBA and MOU. Once the GM has signed, please let me know and I shall have them picked-up for signing by GFT's President. I shall ther return them to you for submission to CCU for its approval and signing at the 22nd March 2017 meeting.

The identities of the GFT Stewards; that you requested, are as follows:

A) Josephfa Evangelista

B) Robert Garrido

Respectfully,

Dan Del Priore

Dan Del Priore

Encls.

DECLARATION OF IRISH OLIVARES

I, Irish Olivares, do hereby state and affirm that I am an Organizer for the Guam Federation of Teachers, and in that capacity, I have coordinated the arrangements for the Ratification Vote of the Renewal of the GFT-GWA Collective Bargaining Agreement, and accompanying Memorandum of Understanding, and to accomplish this I have carried-out or caused to be carried-out the following:

A) Publication of the Renewal of the GFT-GWA CBA; with the CBA attached as exhibit "A", and the accompanying Memorandum of Understanding; were made available to all of the GFT Members who are employed by GWA; as well as written Notice of the Day, Times and Places for the Ratification Vote to take place.

B) A phone bank was conducted by the GFT Staff the day before the Ratification Vote to reach-out and remind Members of the Voting Day, Times and Places.

C) All of the identified Voting Places were properly manned and voting boxes were available for voting to take place at all of the locations and at the times specified.

D) The First Voter at each location witnessed that the pertinent ballot box was empty, and that the Pad-Lock for the Ballot Box was secured, and the Members could then proceed to cast their confidential vote.

E) At the conclusion of the voting, the Ballot Boxes were returned to the GFT Office; where they were unlocked and opened one-by-one, and the counting of the ballots was witnessed by GFT Staff Members.

F) The Ratification Voting was unanimously in favor of Ratification; for both the CBA and the MOU.

I am also aware that Tim Fedenko is the President and Chief-Executive-Officer of GFT, and as such he is authorized to sign on behalf of GFT the CBAs, and any related MOU, for GFT as to the Government of Guam ; after they have been ratified by a vote of the then voting GFT Members.

I declare under penalty of perjury under the Laws of Guam, that the foregoing is true and correct; of my own belief and personal knowledge. Dated this 16th Day of March 2017.

Irish Olivares, Organizer

AFT Local 1581 (GFT)

AFL-CIO

DECLARATION OF SANJAY SHARMA

I, Sanjay Sharma, do hereby state and affirm that I am the elected Vice-President, and the Acting-Secretary of the Guam Federation of Teachers, and in that capacity I attended and took the Minutes for the Executive Council Meeting of the GFT, the governing body for the GFT, on Monday March13th[h] 2017; held at the GFT's Offices in Mangilao, Guam. The Meeting of the Executive Council was duly called, and an item on the Agenda was the Renewal of the GFT-GWA Collective Bargaining Agreement; and the related Memorandum of Understanding between the parties.

In the course of the Meeting of the GFT Executive Council a Motion was made, and properly Seconded, that the Executive Council confirm its approval of the Renewal Agreement pertaining to the GFT-GWA CBA, and the related MOU.

The above referenced Motion, after discussion, was unanimously passed by the GFT Executive Council.

I declare under penalty of perjury under the Laws of Guam, that the foregoing is true and correct; of my own belief and personal knowledge, and this Declaration is prepared and executed in my capacity as the Vice-President and Acting-Secretary of the Guam Federation of Teachers.

Dated this 16th Day of March 2017.

Sanjay Sharma, Vice-President

Acting-Secretary AFT Local 1581

Guam Federation of Teachers

AFL-CIO

AGREEMENT FOR THE RENEWAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE GUAM FEDERATION OF TEACHERS AND THE GUAM WATERWORKS AUTHORITY AND THE CONSOLIDATED COMMISSION ON UTILITIES

Whereas The Guam Federation of Teachers Union and the Consolidated Commission On Utilities, for Guam Waterworks Authority, did on March 22nd 2016 enter into a Memorandum of Understanding with respect to the Collective Bargaining Agreement between the same parties executed contemporaneously with the subject Memorandum and,

Whereas the aforesaid Memorandum facilitates the operation of the Collective bargaining Agreement between the parties and,

Whereas the parties are mutually desirous of now entering into a renewal of the aforesaid Memorandum of Understanding in conjunction with their renewal of their Collective Bargaining Agreement;

Now, Therefore, The Consolidated Commission On Utilities, for the Guam Waterworks Authority, and The Guam Federation of Teachers ; with the Guam Waterworks Authority specifically concurring therein, do hereby mutually agree to this Renewal of the subject Memorandum of Understanding contemporaneously with their renewal of their Collective Bargaining Agreement. A copy of the Memorandum is attached hereto as exhibit "A", and incorporated herein by this reference as if fully set forth; such that the subject Memorandum of Understanding, exhibit "A" hereto, shall now expire one year from the date the last signature is affixed hereto.

In Witness Whereof, the parties hereto, through their duly authorized representatives, hereby execute this Renewal Agreement on the dates indicated below:

Approved by GWA:

4.20.17

Miguel C. Bordallo, P.E.
General Manager

Date

Ratified for the Union:

4/11/17

Sanjay Sharma, President

Date

4.20.17

Joseph T. Duenas, Chairman
Guam Consolidated Commission on Utilities

Date

GUAM CONSOLIDATED COMMISSION ON UTILITIES
RESOLUTION NO. 27–FY2017

RELATIVE TO APPROVAL OF CHANGE ORDER NO. 1 FOR DESIGN BUILD OF THE MACHECHE SEWER LINE REPLACEMENT 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 a number of important USPEA State Revolving Fund projects including the rehabilitation/replacement of gravity/pressurized sewer mains to address aging Asbestos Cement Pipe (ACP) along Route 26 (Macheche Road) to prevent sewer line breaks that can cause Sanitary Sewer Overflows (SSO); and

WHEREAS, GWA management had solicited design build construction services to conduct the work noted above and was subsequently given authorization to enter into a contract with Giant Construction Corporation via CCU Resolution 51-FY2016; and

WHEREAS, the resolution approved the contract amount of One Million Six Hundred Thirty Four Thousand Dollars ($1,634,000.00) plus a ten percent (10%) contingency of One Hundred Sixty Three Thousand Four Hundred Dollars ($163,400.00) to bring the total authorized funding amount to a maximum of One Million Seven Hundred Ninety Seven Thousand Four Hundred Dollars ($1,797,400.00), which is fully funded by USEPA State Revolving Funds; and

WHEREAS, In the process of obtaining the building permit as required for the project the design build contractor notified GWA of issues and concerns raised by the Guam Environmental Protection Agency (GEPA) relative to the collection design as originally contemplated by GWA, specifically the depth of the new sewer manholes and gravity lines to be installed (See EXHIBIT A); and

WHEREAS, GWA management was also up against a short timeline to conduct certain work within the limits of the project, specifically replacement of a section of sewer line that is "pressurized" so as to stay ahead of the Department of Public Works project to repave a section of Route 26 that coincides with GWA's project limits; and

WHEREAS, GWA management met with GEPA to discuss their concerns and request GEPA provide a conditional approval for the building permit so that GWA can start pipe installation work within the section of the roadway where DPW expects to repave; and from this meeting GWA agreed it would work with GEPA on their recommendation to adjust the depth of the sewer collection system but only to the extent GWA has additional funding available; and

WHEREAS, GWA concurs with the concept of protecting groundwater resources by planning for increased sewer service in this area, and once GWA and GEPA come to an agreement on how to address GEPA's recommendation, GEPA would remove any condition to the building permit which would then allow GWA's design build contractor to work complete the remaining sections of the sewer project; and

WHEREAS, 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 (See EXHIBIT B) to adjust the depth of the sewer manholes and gravity lines, include sewer stub outs to adjacent street, increase the force main section form 10" diameter to 15" diameter and additional cost associated with change in design to address; and

WHEREAS, GWA management seeks CCU approval to change order the contract with Giant Construction to a "not to exceed" the amount of Five Hundred Forty Six Thousand Five Hundred Two Dollars and Fifty Four Cents ($546,502.54) to address the recommendation of GEPA but which GWA anticipates the final change order amount to be negotiated down as some of the additional scope noted in the proposal may or may not be eligible under the USEPA grant conditions; and

WHEREAS, GWA management would like to maintain the "not to exceed" increase funding authority as the cap for any additional work above and beyond what has been discussed with GEPA and what may arise unexpectedly; and

WHEREAS, 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; 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 change order proposal submitted by Giant Construction Corporation are subject to GWA management approval.
3. The CCU hereby approves the Change Order No. 1 in the amount of Five Hundred Forty Six Thousand Five Hundred Two Dollars and Fifty Four Cents ($546,502.54).
4. The CCU hereby further approves the total authorized funding amount of One Million Seven Hundred Ninety Seven Thousand Four Hundred Dollars ($1,797,400.00, PLUS Five Hundred Forty Six Thousand Five Hundred Two Dollars and Fifty Four Cents ($546,502.54) as part of Change Order No. 1, to be Two Million Three Hundred Forty Three Thousand Nine Hundred Two Dollars and Fifty Four Cents ($2,343,902.54).
5. The CCU hereby further approves the funding 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.

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

DULY AND REGULARLY ADOPTED, this 18th day of April 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: 5

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

GUAM
ENVIRONMENTAL PROTECTION AGENCY
AFIENSIAN PRUTEKSION LINA'LA GUAHAN

EDDIE BAZA CALVO
GOVERNOR OF GUAM

RAY TENORIO
LT. GOVERNOR OF GUAM

P.O. BOX 22439 BARRIGADA, GU 96921

EPA.GUAM.GOV

GUAM WATERWORKS AUTHORITY
RECEIVED
BY: TIME: 9:30
FEB 15 2017
GENERAL MANAGER'S OFFICE
BETTER WATER, BETTER LIVES

FEB 15 2017

MEMORANDUM

TO: Mr. Miguel Bordallo, P.E.
General Manager
Guam Waterworks Authority
P.O. Box 3010, Hagatana, Guam 96932

FROM: Administrator

Attention: Mr. Clint Huntington, P.E.
Project Manager

SUBJECT; Design-Build of Macheche Sewerline Replacement
GWA Project No. S16-005-EPA

Hafa Adai Mr. Bordallo,

The staff of this Agency reviewed the 90% Design submittals of the above reference project and hereby submits our comment and recommendation.

1. Gravity Main Sewer System

Findings: The slope of the proposed sewer main from Sta. 0+00 (point of connection) to Sta. 13+00 is too steep that does not allow a gravity sewer line serving a majority of residential and commercial establishment within the service area. Macheche village is a major water recharge to the ground water protection zone. There are several good production wells that exists within the service area, and majority of houses area are still using the conventional septic tank and leaching field or cesspool which is no longer allowed for individual disposal sysem. Providing public sewer system to these establishments are crucial in the prevention of potential contamination and to insure the integrity of water quality within the ground lens.

Recommendation: Utilize the minimum sewer gravity slope along the subject area to allow a construction of gravity sewer line serving Macheche Road and the vicinity. A slope of 5% or smaller (min. 0.22 per 10 state standards) extending from the point of connection to Sta. 13+00 will create an invert elevation at Cueto Ave.

approximately 310', and Nandez Ave. 312' allowing customers along those roads to be connected to the public sewer system. Also, a 10-inch force main from Sta. 12+68 to 19+39 can be converted to a 12-inch gravity line allowing customers within the the stations to connect to the public sewer system.

2. Provide 200 feet of sewer line with SMH at both side of Cueto Avenue (East & West) and both side of Nandez Avenue (East and West) to take advantage of deep excavation with bracing at SMH No.4 and at terminal manhole on Station 12+86 during the construction saving costs. These sewer lines must be installed at a minimum slope to allow sewer connection upstream of the service area.

3. For the design flow in the determination of the size of sewer main, the population within the service area including the Capacity of pump stations and service area connected to the new main sewer system and/or currently connected to the existing sewer lines must be considered *.

4. Laterals must be provided to all properties with or without existing buildings along the route of new sewer lines.

Should you have questions or need additional information please contact Mr. Angel Marquez @ 300-4796.

Dangkulo na Si Yu'us Ma'ase

WALTER S. LEON GUERRERO

GIANT CONSTRUCTION CORP.
P.O. Box 9578 Tamuning. Guam 96931
Tel.: (671) 649-6472 • Fax.: (671) 646-3693
E-mail: giantconst@gmail.com

Mar. 27, 2017

4

Guam Waterworks Authority
Mr. Miguel Bordallo PE
General manager
P.O. Box 3010
Hagatna, Guam 96913

Attention : Mr. Thomas Cruz / Chief Engineer

Project : Design-Build of Macheche Sewer Line
GWA S16-005-EPA

Subject : Cost Proposal of Sewer main and manhole lower

No.	Description	Quantity		Amount
A.	Existing Sewer Manhole Additional excavation, Sewer Manhole riser and related work	6 EA	$	92,607.68
B.	Existing Sewer Line Additional excavation and related work	1,286 LF	$	249,275.91
C.	New 8" Gravity Sewer Line stub out (4 places)	120 LF	$	86,889.62
D	New Sewer Manhole Installation Work (On Forcemain Replace line)	2 EA	$	49,785.76
E	10" Focemain Change to 15" gravity Sewer Line	614 LF	$	57,943.57
F	Survey and Design Cost	1 LS	$	10,000.00
	Total Proposal Amount		$	546,502.54

Chung, In Chul
Vice-President

Note : We ask the completion date extension around 6 months to finish the site survey, design and construction for additional work.

Design Build - Macheche Sewer Line Replacement

A. Existing Sewer Manhole Additional excavation, Sewer Manhole riser and related work

1. Sewer manhole No.2 (- 3.32 Ft) (Top 314.75 Inv. 307.09)

a	Additional excavation (3.32 x 11' x 11')	15	CY	$	60.00	$	900.00
b	Backfill	13	CY	$	50.00	$	650.00
c	Disposal	2	CY	$	32.00	$	64.00
d	4' Manhole riser	1	EA	$	1,000.00	$	1,000.00
e	Additional mortar connection and skim coat	6	Bag	$	20.00	$	120.00
f	Boom truck Hauling the manhole riser	3	Hours	$	85.00	$	255.00
g	additional Labor cost	56	Hours	$	25.00	$	1,400.00
h	Additional shoring work (Boom Truck and labor)	1	LS	$	700.00	$	700.00
i	Traffic control	1	LS	$	300.00	$	300.00
j	Additional compaction test fee	1	LS	$	210.00	$	210.00
	Sub - Total					$	5,599.00
	Overhead 18 %					$	1,007.82
	Permit fee, GRT, Bond fee 7.2 %					$	475.69
	Total Amount					**$**	**7,082.51**

2. Sewer manhole No.3 (- 6.5 Ft) (Top 320.90 Inv. 308.58)

a	Additional excavation (6.5 x 11' x 11')	29.5	CY	$	70.00	$	2,065.00
b	Backfill	25	CY	$	60.00	$	1,500.00
c	Disposal	5	CY	$	32.00	$	160.00
d	4' Manhole riser	1	EA	$	1,000.00	$	1,000.00
e	2' Manhole riser	1	EA	$	650.00	$	650.00
f	1' Manhole riser	1	EA	$	300.00	$	300.00
g	Additional mortar skim coat	11	Bag	$	20.00	$	220.00
h	Boom truck Hauling the manhole riser	4	Hours	$	85.00	$	340.00
i	additional Labor cost	96	Hours	$	25.00	$	2,400.00
j	Additional shoring work	1	LS	$	900.00	$	900.00
k	Traffic control	1	LS	$	700.00	$	700.00
l	Additional compaction test fee	1	LS	$	400.00	$	400.00
	Sub - Total					$	10,635.00
	Overhead 18 %					$	1,914.30
	Permit fee, GRT, Bond fee 7.2 %					$	903.55
	Total Amount					**$**	**13,452.85**

3. Sewer manhole No.4 (- 8.16 Ft) (Top 325.70 Inv. 309.74)

a	Additional excavation (8.16 x 11' x 11')	37	CY	$	75.00	$	2,775.00
b	Backfill	31	CY	$	63.00	$	1,953.00
c	Disposal	6	CY	$	32.00	$	192.00
d	4' Manhole riser	2	EA	$	1,000.00	$	2,000.00

e	Additional mortar skim coat	12	Bag	$	20.00	$	240.00
f	Boom truck Hauling the manhole riser	6	Hours	$	85.00	$	510.00
g	additional Labor cost	144	Hours	$	25.00	$	3,600.00
h	Additional shoring work	1	LS	$	1,000.00	$	1,000.00
i	Traffic control	1	LS	$	800.00	$	800.00
j	Additional compaction test fee	1	LS	$	600.00	$	600.00
	Sub - Total					$	13,670.00
	Overhead 22 %					$	3,007.40
	Permit fee, GRT, Bond fee 7.2 %					$	1,200.77
	Total Amount					**$**	**17,878.17**

4. Sewer manhole No.5 (- 9.06 Ft) (Top 328.92 Inv. 311.89)

a	Additional excavation (9.06 x 11' x 11')	41	CY	$	75.00	$	3,075.00
b	Backfill	34.5	CY	$	63.00	$	2,173.50
c	Disposal	6.5	CY	$	32.00	$	208.00
d	4' Manhole riser	2	EA	$	1,000.00	$	2,000.00
e	1' Manhole riser	1	EA	$	300.00	$	300.00
f	Additional mortar skim coat	16	Bag	$	20.00	$	320.00
g	Boom truck Hauling the manhole riser	8	Hours	$	85.00	$	680.00
h	additional Labor cost	144	Hours	$	25.00	$	3,600.00
i	Additional shoring work	1	LS	$	1,000.00	$	1,000.00
j	Traffic control	1	LS	$	800.00	$	800.00
k	Additional compaction test fee	1	LS	$	600.00	$	600.00
	Sub - Total					$	14,756.50
	Overhead 22 %					$	3,246.43
	Permit fee, GRT, Bond fee 7.2 %					$	1,296.21
	Total Amount					**$**	**19,299.14**

5. Sewer manhole No.6 (- 9.8 Ft) (Top 328.93 Inv. 313.70)

a	Additional excavation (9.8 x 11' x 11')	44	CY	$	75.00	$	3,300.00
b	Backfill	37	CY	$	63.00	$	2,331.00
c	Disposal	7	CY	$	32.00	$	224.00
d	4' Manhole riser	2	EA	$	1,000.00	$	2,000.00
e	2' Manhole riser	1	EA	$	650.00	$	650.00
f	Additional mortar skim coat	18	Bag	$	20.00	$	360.00
g	Boom truck Hauling the manhole riser	8	Hours	$	85.00	$	680.00
h	additional Labor cost	144	Hours	$	25.00	$	3,600.00
i	Additional shoring work	1	LS	$	1,000.00	$	1,000.00
j	Traffic control	1	LS	$	800.00	$	800.00
k	Additional compaction test fee	1	LS	$	600.00	$	600.00
	Sub - Total					$	15,545.00
	Overhead 22 %					$	3,419.90

	Permit fee, GRT, Bond fee 7.2 %				$	1,365.47
	Total Amount				**$**	**20,330.37**

6. Sewer manhole No.7 (- 9.0 Ft) (Top 328.93 Inv. 314.56)

a	Additional excavation (9 x 11' x 11')	40.5	CY	$ 70.00	$	2,835.00
b	Backfill	34.3	CY	$ 60.00	$	2,058.00
c	Disposal	6.2	CY	$ 32.00	$	198.40
d	4' Manhole riser	2	EA	$ 1,000.00	$	2,000.00
e	1' Manhole riser	1	EA	$ 300.00	$	300.00
f	Additional mortar skim coat	12	Bag	$ 20.00	$	240.00
g	Boom truck Hauling the manhole riser	4	Hours	$ 85.00	$	340.00
h	Labor cost	144	Hours	$ 25.00	$	3,600.00
i	Additional shoring work	1	LS	$ 1,000.00	$	1,000.00
j	Traffic control	1	LS	$ 800.00	$	800.00
k	Additional compaction test fee	1	LS	$ 600.00	$	600.00
	Sub - Total				$	11,136.40
	Overhead 22 %				$	2,450.01
	Permit fee, GRT, Bond fee 7.2 %				$	978.22
	Total Amount				**$**	**14,564.63**
	Sewer Manhole additional cost total				**$**	**92,607.68**

B. New Sewer Manhole Installation Work

1. New Sewer manhole No.8 (Top 324.20 Inv. 315.40 Depth 8.8 Ft)

a	Excavation (11' x 11' x 10.8')	49	CY	$ 42.00	$	2,058.00
b	Backfill	32	CY	$ 42.00	$	1,344.00
c	Disposal	24	CY	$ 20.00	$	480.00
d	Flowable fill concrete	13	CY	$ 200.00	$	2,600.00
e	Dump truck	16	Hours	$ 60.00	$	960.00
f	Base course	11	SY	$ 33.00	$	363.00
g	Manhole base	1	EA	$ 650.00	$	650.00
h	4' high Manhole riser	2	EA	$ 980.00	$	1,960.00
i	2' Manhole riser	1	EA	$ 650.00	$	650.00
j	3' high cone	1	EA	$ 780.00	$	780.00
k	Sewer manhole frame and cover	1	EA	$ 730.00	$	730.00
l	15" Kor & Seal	2	EA	$ 200.00	$	400.00
m	Concrete and concrete work	2	CY	$ 250.00	$	500.00
n	Collar concrete preparation	1	LS	$ 500.00	$	500.00
o	Traffic control	1	LS	$ 1,200.00	$	1,200.00
p	Asphalt cutting	1	LS	$ 150.00	$	150.00
q	1" Cold mix asphalt	2	Ton	$ 300.00	$	600.00
r	Foreman	12	Hours	$ 28.00	$	336.00
s	Trench box	1	LF	$ 700.00	$	700.00
y	Quikcrete cement	20	Bag	$ 20.00	$	400.00

u	Collar concrete	1	LS	$ 500.00	$	500.00
v	Boom truck	12	Hours	$ 85.00	$	1,020.00
w	Labor cost	1	LS	$ 4,200.00	$	4,200.00
	Sub Total				$	23,081.00
	Overhead, GRT, Building Permit, Bond fee 22 %				$	5,077.82
	Total Amount				$	28,158.82

2. New Sewer manhole No.9 (4.0 Ft) (Top 320.75 Inv. 316.75)

a	Excavation (11' x 11' x 6')	27	CY	$42.00	$1,134.00
b	Backfill	18	CY	$42.00	$756.00
c	Disposal	20	CY	$20.00	$400.00
d	Flowable fill concrete	14	CY	$140.00	$1,960.00
e	Dump truck	12	Hours	$60.00	$720.00
f	Base course	11	SY	$33.00	$363.00
g	Manhole base	1	EA	$650.00	$650.00
h	2' high riser	1	EA	$680.00	$680.00
i	1' Manhole riser	1	EA	$300.00	$300.00
j	3' high cone	1	EA	$780.00	$780.00
k	Sewer manhole frame and cover	1	EA	$730.00	$730.00
l	12" Kor & Seal	2	EA	$100.00	$200.00
m	Concrete and concrete work	2	CY	$250.00	$500.00
n	Collar concrete preparation	1	LS	$500.00	$500.00
o	Traffic control	1	LS	$1,200.00	$1,200.00
p	Asphalt cutting	1	LS	$150.00	$150.00
q	1" Cold mix asphalt	2	Ton	$300.00	$600.00
r	Foreman	8	Hours	$28.00	$224.00
s	Trench box	1	LF	$500.00	$500.00
y	Quikcrete cement	10	Bag	$20.00	$200.00
u	Collar concrete	1	LS	$500.00	$500.00
v	Boom truck	8	Hours	$85.00	$680.00
w	Labor cost	1	LS	$3,500.00	$3,500.00
x	Leakage test	1	LS	$500.00	$500.00
	Sub Total				$ 17,727.00
	GRT, Building Permit, Bond fee 22 %				$ 3,899.94
	Total Amount				$ 21,626.94

New Sewer Manhole Cost Total (2 EA) **$ 49,785.76**

C. Existing Sewer Line Additional excavation and related work

1 From SMH No. 1 - SMH No. 2 (Additional average depth 2' x 3' W x 240' L)

a	Additional cost pipe change from 12" to 15" SDR-35 PVC pipe	240	LF	$ 5.00	$	1,200.00
b	Additional bedding sand by changing pipe size	240	LF	$ 2.50	$	600.00
c	Additional flowable fill concrete by changing the pipe size	7	CY	$ 200.00	$	1,400.00

d	Excavation additional	66	CY	$	35.00	$	2,310.00
e	Backfill	66	CY	$	32.00	$	2,112.00
f	Additional shoring work	240	LF	$	15.00	$	3,600.00
g	Additional boom truck work	70	Hours	$	85.00	$	5,950.00
h	Additional Labor	400	Hours	$	25.00	$	10,000.00
i	Additional Traffic control	128	Hours	$	20.00	$	2,560.00
j	Additional compaction test fee	1	LS	$	370.00	$	370.00
	Sub - Total					$	30,102.00
	Overhead 20 %					$	6,020.40
	Permit fee, GRT, Bond fee 7.2 %					$	2,600.81
	Total Amount					**$**	**38,723.21**
2	**From SMH No. 2 - SMH No. 3 (Additional average depth 5.0' x 3' W x 230' L)**						
a	Additional cost pipe change from 12" to 15" SDR-35 PVC pipe	230	LF	$	5.00	$	1,150.00
b	Additional bedding sand by changing pipe size	230	LF	$	2.50	$	575.00
c	Additional flowable fill concrete by changing the pipe size	7	CY	$	200.00	$	1,400.00
d	Excavation	140	CY	$	48.00	$	6,720.00
e	Backfill	140	CY	$	42.00	$	5,880.00
f	Additional shoring work	240	LF	$	15.00	$	3,600.00
g	Additional Labor	400	Hours	$	25.00	$	10,000.00
h	Additional Traffic control	128	Hours	$	20.00	$	2,560.00
i	Additional compaction test fee	1	LS	$	370.00	$	370.00
	Sub - Total					$	32,255.00
	Overhead 20 %					$	6,451.00
	Permit fee, GRT, Bond fee 7.2 %					$	2,786.83
	Total Amount					**$**	**41,492.83**
3	**From SMH No. 3 - SMH No. 4 (Additional average depth 7.4' x 3' W x 190' L)**						
a	Additional cost pipe change from 12" to 15" SDR-35 PVC pipe	190	LF	$	5.00	$	950.00
b	Additional bedding sand by changing pipe size	190	LF	$	2.50	$	475.00
c	Additional flowable fill concrete by changing the pipe size	6	CY	$	200.00	$	1,200.00
d	Excavation	158	CY	$	48.00	$	7,584.00
e	Backfill	158	CY	$	42.00	$	6,636.00
f	Additional shoring work	190	LF	$	15.00	$	2,850.00
g	Additional Labor	360	Hours	$	25.00	$	9,000.00
h	Additional Traffic control	116	Hours	$	20.00	$	2,320.00
i	Additional compaction test fee	1	LS	$	370.00	$	370.00
	Sub - Total					$	31,385.00
	Overhead 22 %					$	6,904.70
	Permit fee, GRT, Bond fee 7.2 %					$	2,756.86
	Total Amount					**$**	**41,046.56**

4	**From SMH No. 4 - SMH No. 5 (Additional average depth 8.61' x 3' W x 340' L)**						
a	Additional cost pipe change from 12" to 15" SDR-35 PVC pipe	340	LF	$	5.00	$	1,700.00
b	Additional bedding sand by changing pipe size	340	LF	$	2.50	$	850.00
c	Additional flowable fill concrete by changing the pipe size	10	CY	$	200.00	$	2,000.00
d	Excavation	345	CY	$	50.00	$	17,250.00
e	Backfill	345	CY	$	45.00	$	15,525.00
f	Additional shoring work	340	LF	$	20.00	$	6,800.00
g	Additional Labor	660	Hours	$	25.00	$	16,500.00
h	Additional Traffic control	320	Hours	$	20.00	$	6,400.00
i	Additional compaction test fee	1	LS	$	700.00	$	700.00
	Sub - Total					$	67,725.00
	Overhead 22 %					$	14,899.50
	Permit fee, GRT, Bond fee 7.2 %					$	5,948.96
	Total Amount					**$**	**88,573.46**
5	**From SMH No. 5 - SMH No. 6 (Additional average depth 9.43' x 3' W x 286' L)**						
a	Additional cost pipe change from 12" to 15" SDR-35 PVC pipe	286	LF	$	5.00	$	1,430.00
b	Additional bedding sand by changing pipe size	286	LF	$	2.50	$	715.00
c	Additional flowable fill concrete by changing the pipe size	8	CY	$	200.00	$	1,600.00
d	Excavation	310	CY	$	50.00	$	15,500.00
e	Backfill	310	CY	$	45.00	$	13,950.00
f	Additional shoring work	286	LF	$	20.00	$	5,720.00
g	Additional Labor	550	Hours	$	25.00	$	13,750.00
h	Additional Traffic control	320	Hours	$	20.00	$	6,400.00
i	Additional compaction test fee	1	LS	$	700.00	$	700.00
	Sub - Total					$	59,765.00
	Overhead 22 %					$	13,148.30
	Permit fee, GRT, Bond fee 7.2 %					$	5,249.76
	Total Amount					**$**	**78,163.06**
	Sewer Line additional Excavation Cost Total					**$**	**249,275.91**
6	**Forcemain change to Gravity sewer Line (Additional average depth 6.5' x 2.5' W x 330' L)**						
a	Additional cost pipe change from 10" to 15" SDR-35 PVC pipe	214	LF	$	6.00	$	1,284.00
b	Additional bedding sand by changing pipe size	214	LF	$	2.80	$	599.20
c	Additional flowable fill concrete by changing the pipe size	9	CY	$	200.00	$	1,800.00
d	Excavation	200	CY	$	42.00	$	8,400.00
e	Backfill	200	CY	$	38.00	$	7,600.00
f	Additional shoring work	250	LF	$	8.00	$	2,000.00
g	Additional Labor	160	Hour	$	25.00	$	4,000.00
h	Traffic control (Flag man)	120	Hour	$	20.00	$	2,400.00
	Sub - Total					$	28,083.20
	Overhead 20 %					$	5,616.64

	Permit fee, GRT, Bond fee 7.2 %				$	2,426.39
	Total Amount				**$**	**36,126.23**
7	**Frocemain change to Gravity Sewer Line (Additional average depth 2' x 2.5' W x 300' L)**					
a	Additional cost pipe change from 10" to 15" SDR-35 PVC pipe	300	LF	$ 6.00	$	1,800.00
b	Additional bedding sand by changing pipe size	300	LF	$ 2.80	$	840.00
c	Additional flowable fill concrete by changing the pipe size	10	CY	$ 200.00	$	2,000.00
d	Excavation	56	CY	$ 40.00	$	2,240.00
e	Backfill	56	CY	$ 30.00	$	1,680.00
f	Additional shoring work	250	LF	$ 8.00	$	2,000.00
g	Additional Labor	160	Hour	$ 25.00	$	4,000.00
h	Traffic control (Flag man)	120	Hour	$ 20.00	$	2,400.00
	Sub - Total				$	16,960.00
	Overhead 20 %				$	3,392.00
	Permit fee, GRT, Bond fee 7.2 %				$	1,465.34
	Total Amount				**$**	**21,817.34**
	Sewer Line additional Excavation Cost Total				**$**	**57,943.57**

D. New 8" Gravity Sewer Line

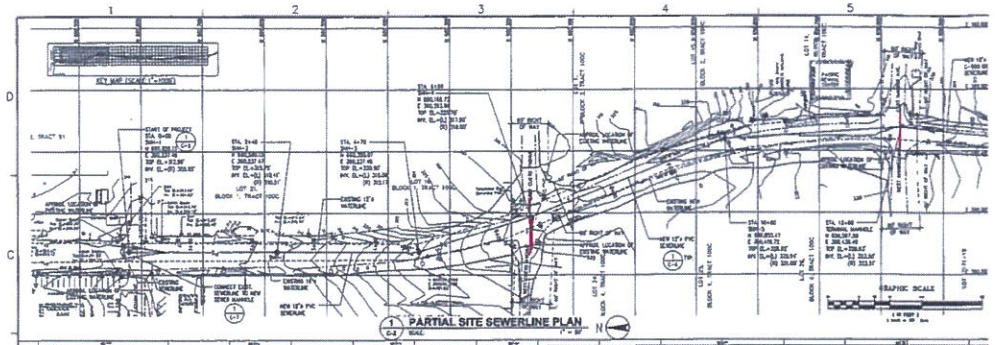
1. 8" Sewer Line East & West Cueto Avenue (Ave. Depth 16.8 Ft Deep)

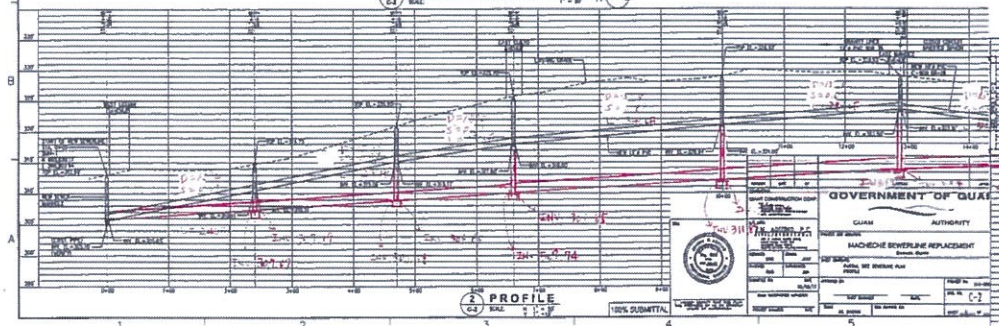
a	Excavation (17.5' D x 3' W x 60'L)	118	CY	$55.00	$6,490.00
b	Backfill and compaction (16 ' x 3' x 60')	107	CY	$50.00	$5,350.00
c	Disposal of excess materal	15	CY	$25.00	$375.00
d	Bedding sand	15	CY	$40.00	$600.00
e	8" SDR-35 PVC pipe	60	LF	$8.00	$480.00
f	Traffic Control	108	Hours	$20.00	$2,160.00
g	Flowable fill concrete	24	CY	$200.00	$4,800.00
h	Steel plate	60	LF	$10.00	$600.00
i	Compaction test	1	LS	$400.00	$400.00
j	Labor cost	216	Hours	$25.00	$5,400.00
k	Milling	72	SY	$7.00	$504.00
l	3" Thick asphalt paving	72	SY	$42.00	$3,024.00
m	1" Cold mix asphalt	3	Ton	$220.00	$660.00
n	Leakage test	60	LF	$7.00	$420.00
o	Boom truck	30	Hours	$85.00	$2,550.00
p	Asphalt cutting	130	LF	$1.50	$195.00
q	Foreman	24	Hours	$28.00	$672.00
r	Trench box shoring	60	LF	$20.00	$1,200.00
	Sub - Total				$35,880.00
	GRT, Building Permit, Bond fee 22 %				$7,893.60
	Total Amount				**$43,773.60**

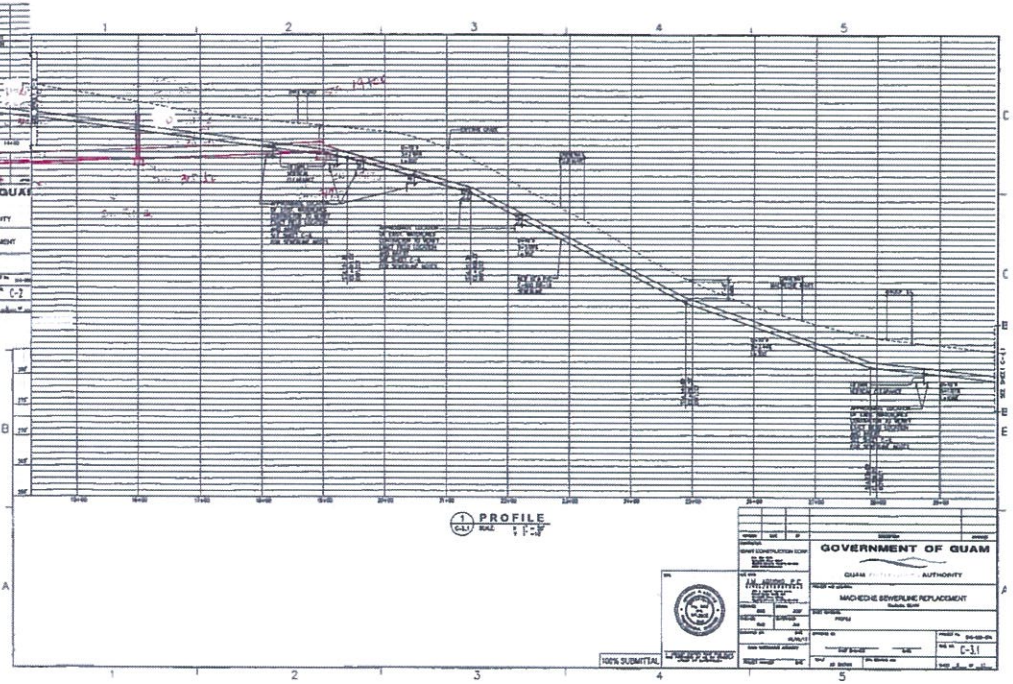
3. 8" Sewer Line East & West Nandez Avenue (Ave. Depth 16.2 Ft Deep)

a	Excavation (16.8' D x 3' W x 60'L)	112	CY	$55.00	$6,160.00
b	Backfill and compaction (15 ' x 3' x 60')	100	CY	$50.00	$5,000.00
c	Disposal of excess materal	12	CY	$25.00	$300.00
d	Bedding sand	15	CY	$40.00	$600.00
e	8" SDR-35 PVC pipe	60	LF	$8.00	$480.00
f	Traffic Control	108	Hours	$20.00	$2,160.00
g	Flowable fill concrete	24	CY	$200.00	$4,800.00
h	Steel plate	60	LF	$10.00	$600.00
i	Compaction test	1	LS	$400.00	$400.00
j	Labor cost	216	Hours	$25.00	$5,400.00
k	Milling	72	SY	$7.00	$504.00
l	3" Thick asphalt paving	72	SY	$45.00	$3,240.00
m	1" Cold mix asphalt	3	Ton	$220.00	$660.00
n	Leakage test	60	LF	$7.00	$420.00
o	Boom truck	30	Hours	$85.00	$2,550.00
p	Asphalt cutting	130	LF	$1.50	$195.00
q	Foreman	24	Hours	$28.00	$672.00
r	Trench box shoring	60	LF	$20.00	$1,200.00
	Sub - Total				$35,341.00
	GRT, Building Permit, Bond fee 22 %				$7,775.02
	Total Amount				**$43,116.02**
	New 8" PVC Gravity Sewer Line Cost Total				**$86,889.62**

Chung, In Chul
Vice-President







Doc. No. 34GL-17-0808.*