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BENJAMIN CRUZ <speaker@senatorbjcruz.com>

CCU MEETING / APRIL 20, 2018

2 messages

Bernadette Lou Sablan <l.sablan@gpagwa.com> Mon, Apr 23, 2018 at 1:15 PM
To: Governor's Office <joy.unpingco@guam.gov>, BENJAMIN CRUZ <speaker@senatorbjcruz.com>
Cc: Joseph Duenas <jtduenas@hotmail.com>

Dear Governor & Speaker Cruz,

Pursuant to P.L. 31-233, attached are the meeting materials, Minutes and resolutions related to the CCU meeting of April 20, 2018.

Respectfully,

GL#34-18-1792
Speaker Benjamin J.F. Cruz

APR 23 2018
Time: 4:32 [ ] AM [ ] PM File No
Received By:

B. Lou Sablan

Board Secretary

Consolidated Commission on Utilities

Admin Asst., Legal Counsel, GPA

GLORIA B. NELSON PUBLIC SERVICE BLDG.

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http://guampowerauthority.com/home.html

http://guamwaterworks.org/

2018 APR 23 PM 6:26

5 attachments

- **CCU 4.20.18.pdf** 10127K
- **Minutes of March 27, 2018.pdf** 5329K
- **Resolution 2018-09 Relative to Purchase of Pressure Diggers.pdf** 576K
- **Resolution 26-FY2018 Relative to Change Order #4and Increase in Funding for ConstrMgmtSvcs for Rehab of GWA Wells.pdf** 1848K
- **Resolution 27-FY2018 Relative to Procurement for Laboratory Tesiting Services.pdf** 3198K

BENJAMIN CRUZ <speaker@senatorbjcruz.com> Mon, Apr 23, 2018 at 4:32 PM
To: 34th Guam Legislature Clerks <clerks@guamlegislature.org>
Cc: Rennae Meno <rennae@guamlegislature.org>

4/23/18	04/20/18	Consolidated Commission on Utilities	CCU MEETING / APRIL 20, 2018. *Emailed	34-18-1792

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OFFICE OF SPEAKER BENJAMIN J.F. CRUZ

Committee on Appropriations and Adjudication

I Mina'trentai Kuattro na Liheslaturan Guåhan

1792

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

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

Regular Board Meeting
CCU Conference Room, Gloria B. Nelson Public Service Building
5:30 p.m., April 20, 2018

AGENDA (*AMENDED)

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 26-FY2018 Relative to Change Order and Increase in Project Funding for ConstrMgmtSvcs for Rehab of GWA Wells D-03, D-17, D-18, D-22, M-09, W11-008-BDN
   - *4.1.4 Resolution 27-FY2018 Relative to Approval of Laboratory Services Procurement

   - 4.2 GPA
   - 4.2.1 GM Report Update
   - 4.2.2 Financials
   - 4.2.3 Resolution 2018-09 – Relative to Pressure Digger

5. OLD BUSINESS

6. ANNOUNCEMENTS
   - 6.1 Next CCU Meetings: GWA Work Session – May 15; GPA Work Session –May 17; CCU Meeting – May 22

7. EXECUTIVE SESSION
   - 7.1 Personnel Matter
   - 7.2 Litigation Matter

8. ADJOURNMENT

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

Regular Board Meeting
CCU Conference Room, Gloria B. Nelson Public Service Building
5:30 p.m., March 27, 2018

MINUTES

1. CALL TO ORDER

The Chairman called the CCU regular meeting of March 27, 2018 to order at 5:30 p.m. He said all five (5) Commissioners were present, The Chairman said the Agenda will be modified and GWA will go first.

Commissioners:

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

Executive Mgmt.:

John Benavente	GM / GPA
Miguel Bordallo	GM / GWA
Melinda Mafnas	GM (A) / GPA
John Cruz	AGMET / GPA
Tricee Limtiaco	AGMA / GPA
John Kim	CFO / GPA
Greg Cruz	CFO / GWA
Graham Botha	Staff Attorney / GPA
Kelly Clark	Staff Attorney / GWA

Management & Staff:

Tom Cruz	Chief Engineer / GWA
Paul Kemp	AGM Compliance&Safety / GWA
Zina Charfaurous	Personnel Admin / GWA
Vincent Pangelinan	GWA
Dave Fletcher	Waste Water Operations / GWA
Ron Topasna	GWA
Patti Diego	PIO / GPA
Heidi Ballendorf	PIO / GWA
Ann Borja	Mgmt. Analyst / GWA Ex. Office
Lou Sablan	Board Secretary / CCU

Guest:

Bill Gilman	Brown & Caldwell
Annmarie Muna	AM Insurance
Angela Perez	AM Insurance
Michael White	CDM Smith
Andrew Park	PEC
Ryan Matasci	Brown& Caldwell

2. APPROVAL OF MINUTES

The Minutes of February 27, 2018 was presented for approval. Comm. Bamba motioned to approve subject to written correction and was second by Comm. Guthertz. There was no objection and the motion carried.

3. COMMUNICATIONS

3.1 Public Comments – no public comment

4. NEW BUSINESS

4.1 GPA

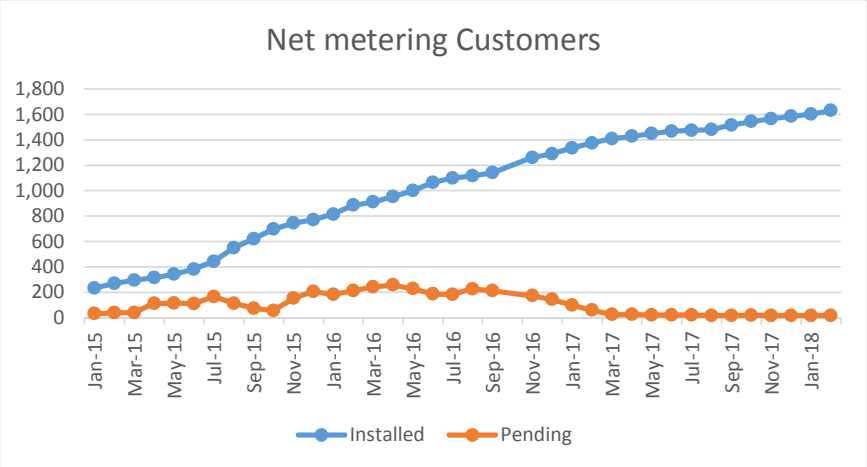
4.1.1 GM Report Update

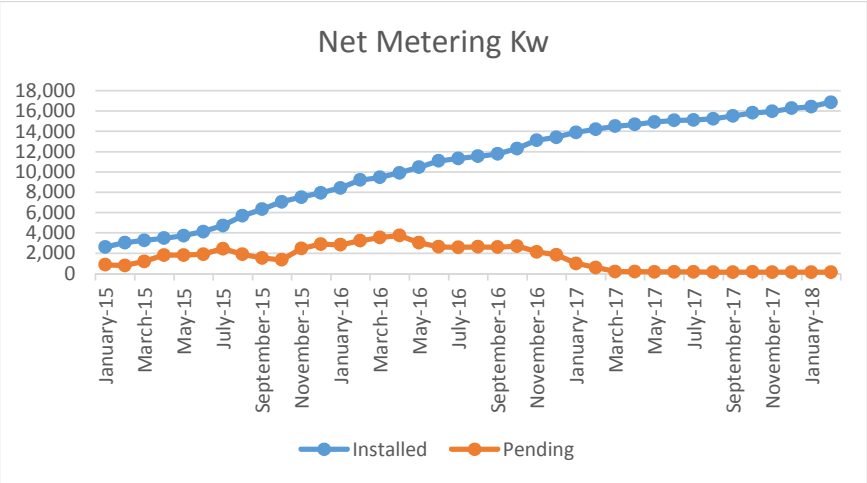
1. Generation System Update:

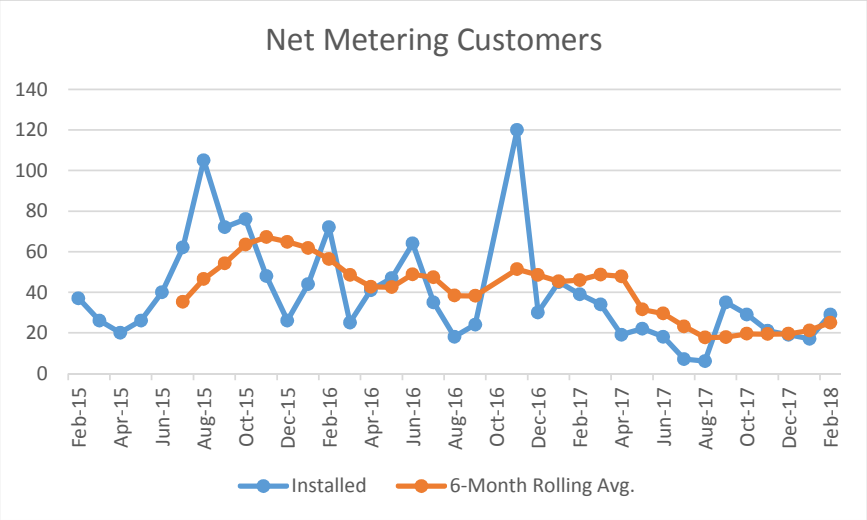
The following summarizes the expected generation capacity situation for April 2018. The peak demand for March is estimated at 250 MW. The main transformer change-out and the chemical cleaning of Cabras 2 steam boiler was completed by March 26th. GPA is then scheduled to do chemical cleaning of Cabras 1 steam boiler thereafter thru early April. The chemical cleaning is necessary in order to improve plant availability and reliability.

April 2018 Capacity Available:	**338 MW**
April 2018 Projected Demand	**250 MW**
Available Reserve Margin	**88 MW**

2. Net metering Summary Ending February 2018:







Net Metering Summary Ending February 2018:

Description:	**Count**	**Kw**
Active	**1,630**	**16,849**
Pending	17	129
Totals:	1,647	16,978

Service:	**Count**	**KW**	**Kw/Customer**
Residential	1,544	13,689	8.9
Others	86	3,160	36.7
Total:	1,630	16,849	10.3
% Residential	**94.7%**	**81.2%**	
Estimated 12 Months Revenue Impact:	**$3,143,332**		

3. **Renewable Energy Production Summary Thru February 2018:**

Energy Production Source:	Kwh	Oil Barrels Avoided	Fuel Cost Avoided
NRG Total Production beginning Oct 2015	115,335,182	192,842	$10,606,332
Net Metering Estimated Production beginning Jan 2015	55,772,399	93,252	$5,128,882
Wind Power Production beginning Jan 2016	867,531	1,451	$79,779
Renewables Total:	**171,975,112**	**287,545**	**$15,814,993**

4. **Demand Side Management (DSM) Program Expenses Thru January 2018:**

All Expenses – Fiscal Year

Description	FY16	FY17	FY18 as of February	Total to Date
Regular/OT Pay	$11,348.80	$22,256.00	$6,761.02	$40,365.82
Other Contractual	28,278.50	$73,010.05	$2,885.00	$104,173.55
Paid Rebates-Split AC	$154,700.00	$557,275.00	$435,825.00	$1,147,800.00
Paid Rebates-Central AC	$3,400.00	$8,200.00	$800.00	$12,400.00
Paid Rebates-Washer/Dryer	$2,800.00	$7,425.00	$2,800.00	$12,025.00
Total Expenses	200,527.30	$668,166.05	$449,071.02	$1,317,764.37

5. **Net Metering Customer Credit Recommendation:** We continue to prepare GPA's recommendation for CCU's approval but would need more time and now plan to bring our recommendation forward during the May CCU work Session. We are preparing a comprehensive analysis of the demographics of the 1630 customers and need more time to gather the data needed to complete our report. A public meeting for Net Metering is scheduled for Wednesday, April 18, 2018 from 4:00 pm to 6:00 pm here at the Gloria B. Nelson Public Service Building in Fadian. This meeting will allow MRE to present their value of solar (VOS) report. We will review MRE's VOS report before making a final recommendation.

6. **Phase II Renewables:** The PUC conditionally approved the KEPCO-LG 60 MW Power Purchase Agreement at their February 22nd Meeting. It is anticipated the PUC will approve the 60 MW HANWHA project at their March 29th meeting.

7. **Phase III Renewables Bid**: The bid has been issued. The bid request is for about 40MW of solar PV renewables to be constructed on Navy leased land. The energy produced would be stored in batteries during the day and released at nighttime to meet peak time load. The bid price opening date for acceptable proposals is set for April 17, 2018.

8. **PUC Agenda for March 29, 2018 regular meeting:**
    - **Docket 18-06, Petition to Approve Phase II Renewable Award to KEPCO-LG CNS Consortium**
    - **Docket 18-08, Petition to Approve Phase II Renewable Award to HANWA ENERGY CORPORATION**
    - **GPA Docket 18-09, Petition to Increase EPCM Contract**
    - **GPA Docket 18-10, Petition to Approve Contract Extension for Tristar Terminals Guam, Inc.**
    - **GPA Docket 18-11, Petition to Approve GPA's Use of Bond Financing Savings for GPA's "Bringing Energy Savings to Schools" (BESTS) and Demand Side Management Program**

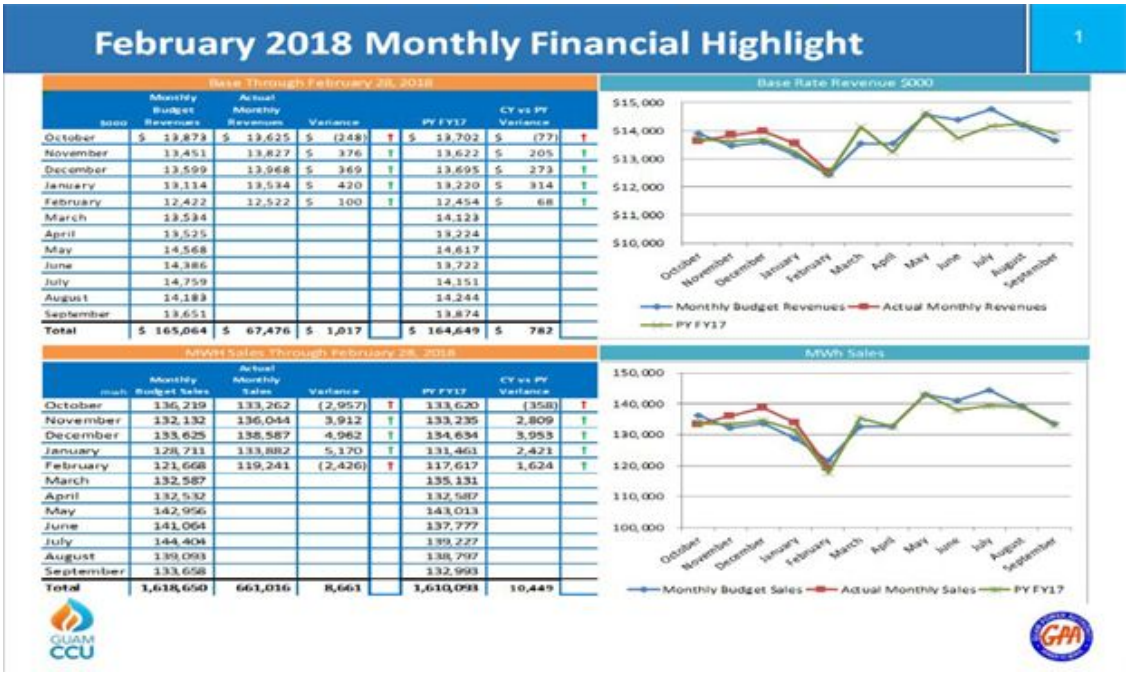
9. **New Power Plant Procurement:** The rezoning of the land for the new power plant is pending Legislative action. Bill-223-34 has not been introduced for deliberation during this March's regular session due to all the special session on GovGuam finances and seems that the bill will more likely be brought up in the April session.

10. **Moody's Rating:** Our bond rating was changed from stable outlook to negative outlook because of the fiscal situation of the Government of Guam. We had discussions with Moody's prior to the change indicating to them that GPA will not be adversely impacted but to no avail. The downgrade was not under any control or failure of GPA and although disappointing, GPA will move on and time should prove GPA's point.

11. **GPA's 50th Anniversary Celebration:** Work continues towards the celebration of GPA's 50th anniversary. A proclamation signing is being scheduled for May 8, 2018 combined with a "roll Call" of the 4th cycle GPA Apprentice Graduates here at our Gloria B. Nelson Facility. The comprehensive suggested listing of programs and events will be presented to the CCU in the April work session.

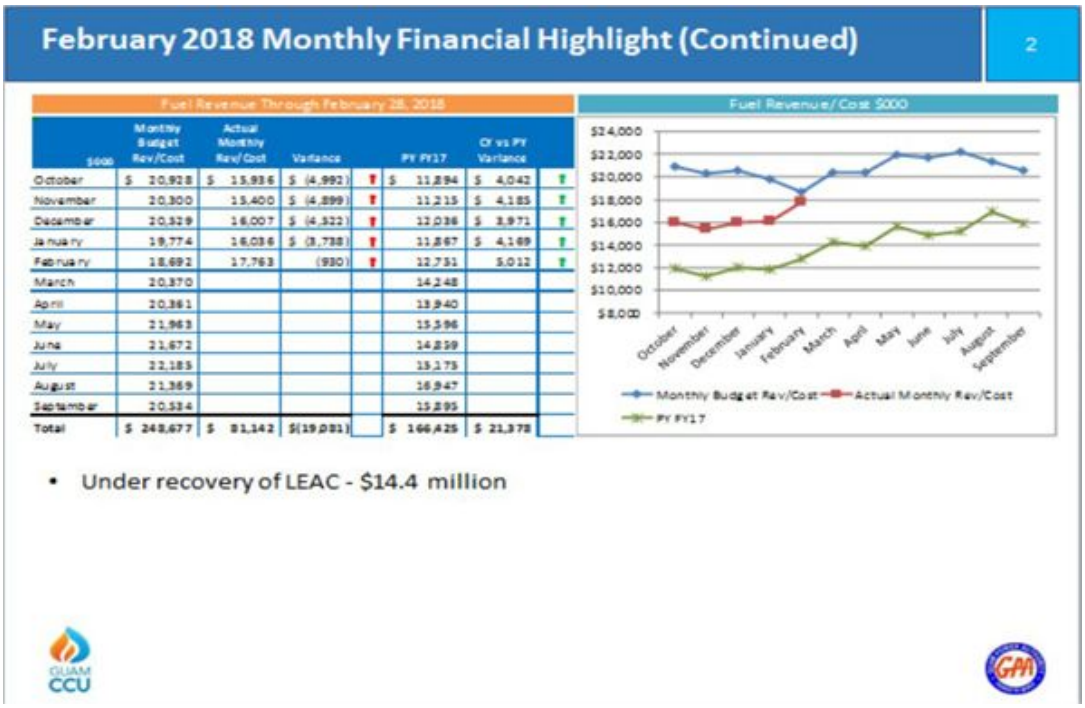
12. **Key Performance Indicators**
    Graphs for Key Performance Indicators were included in his report but not in these minutes. A full copy of the GM report in available upon request.

4.1.2 Financials



$000	Monthly Budget Revenues	Actual Monthly Revenues	Variance		PY FY17	CY vs PY Variance	
October	$ 13,873	$ 13,625	$ (248)	↑	$ 13,702	$ (77)	↑
November	13,451	13,827	$ 376	↑	13,622	$ 205	↑
December	13,599	13,968	$ 369	↑	13,695	$ 273	↑
January	13,114	13,534	$ 420	↑	13,220	$ 314	↑
February	12,422	12,522	$ 100	↑	12,454	$ 68	↑
March	13,534				14,123		
April	13,525				13,224		
May	14,568				14,617		
June	14,386				13,722		
July	14,759				14,151		
August	14,183				14,244		
September	13,651				13,874		
Total	$ 165,064	$ 67,476	$ 1,017		$ 164,649	$ 782	

mwh	Monthly Budget Sales	Actual Monthly Sales	Variance		PY FY17	CY vs PY Variance	
October	136,219	133,262	(2,957)	↑	133,620	(358)	↑
November	132,132	136,044	3,912	↑	133,235	2,809	↑
December	133,625	138,587	4,962	↑	134,634	3,953	↑
January	128,711	133,882	5,170	↑	131,461	2,421	↑
February	121,668	119,241	(2,426)	↑	117,617	1,624	↑
March	132,587				135,131		
April	132,532				132,587		
May	142,956				143,013		
June	141,064				137,777		
July	144,404				139,227		
August	139,093				138,797		
September	133,658				132,993		
Total	1,618,650	661,016	8,661		1,610,098	10,449	



$000	Monthly Budget Rev/Cost	Actual Monthly Rev/Cost	Variance		PY FY17	CY vs PY Variance	
October	$ 10,928	$ 15,936	$ (4,992)	↑	$ 11,894	$ 4,042	↑
November	20,300	15,400	$ (4,899)	↑	11,215	$ 4,185	↑
December	20,329	16,007	$ (4,322)	↑	12,036	$ 3,971	↑
January	19,774	16,036	$ (3,738)	↑	11,867	$ 4,169	↑
February	18,692	17,763	(930)	↑	12,751	5,012	↑
March	20,370				14,248		
April	20,361				13,940		
May	21,963				15,596		
June	21,672				14,859		
July	22,185				15,175		
August	21,369				16,947		
September	20,534				15,895		
Total	$ 248,677	$ 81,142	$(19,881)		$ 166,425	$ 21,378	

- Under recovery of LEAC - $14.4 million

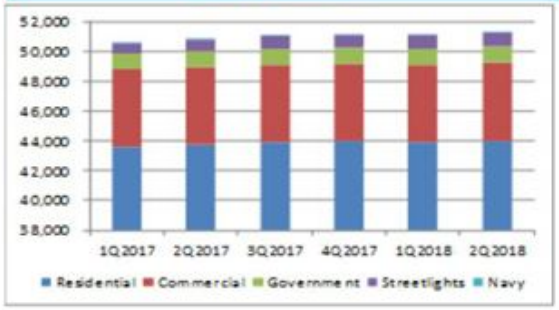
February 2018 Monthly Financial Highlight (Continued)

3

Through February 28, 2018

	1Q2017	2Q2017	3Q2017	4Q2017	1Q2018	2Q2018
Residential	43,582	43,718	43,902	43,991	43,898	43,995
Commercial	5,235	5,236	5,252	5,226	5,231	5,264
Government	1,071	1,077	1,071	1,073	1,076	1,082
Streetlights	722	800	824	823	908	948
Navy	1	1	1	1	1	1
	50,611	50,832	51,050	51,114	51,114	51,290

Number of Customers



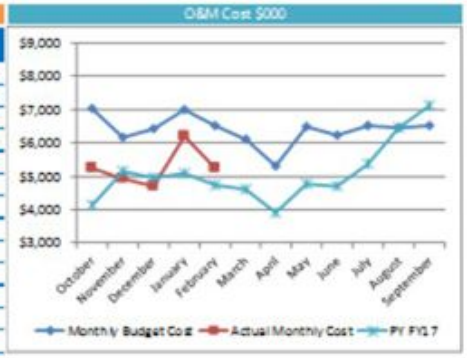
February 2018 Monthly Financial Highlight (Continued)

4

O&M Cost Through February 28, 2018

$000	Monthly Budget Cost	Actual Monthly Cost	Variance		PY FY17	CY vs PY Variance	
October	$ 7,040	5,239	1,801	↑	4,135	(1,103)	↓
November	6,182	4,941	1,240	↑	5,158	217	↑
December	6,428	4,694	1,735	↑	4,966	273	↑
January	7,001	6,204	797	↑	5,092	(1,112)	↓
February	6,522	5,252	1,270	↑	4,748	(504)	↓
March	6,091				4,612		
April	5,320				3,892		
May	6,485				4,772		
June	6,221				4,702		
July	6,508				5,385		
August	6,462				6,445		
September	6,526				7,138		
Total	$ 76,796	$ 26,330	$ 6,844		$ 61,045	$ (2,230)	

O&M Cost $000



- DSC greater than target of 1.75

Debt service coverage (DSC) calculation-Indenti	2012	2013	2014	2015	2016	2017	YTD Feb. 2018
Senior lien coverage	2.13	3.36	3.16	3.62	3.35	2.81	2.82
Aggregate debt service coverage	1.35	1.88	1.98	2.62	3.35	2.81	2.82
Debt service coverage (DSC) calculation-IPP as O&M							
Senior lien coverage	1.29	2.16	2.25	2.56	2.52	1.95	1.92
Aggregate debt service coverage	0.82	1.21	1.41	1.85	2.52	1.95	1.92

4.1.3 Resolution 2018-06 Relative to Procuring Property Insurance

The Consolidated Commission on Utilities has determined that is a prudent and reasonable business practices to maintain insurance coverage on GPA's assets to the extent practical. The Guam Power Authority's bond indenture agreement requires GPA to "secure and maintain property insurance on all facilities constituting the System against risks of loss or damage…to the extent that such insurance is obtainable at reasonable cost." The indenture further requires GPA to carry insurance "of a scope and nature as that usually carried in the industry." The contract review protocol established by the Public Utilities Commission requires that all contracts in excess of $1.5 million be authorized by the PUC in advance of the procurement.

GPA's current property insurance costs exceed $6.4 million and this procurement will exceed the PUC contract review threshold.

GPA's property insurance policy including boiler and machinery coverage is expiring on November 1, 2018 and a re-bidding of the policies is required under Guam procurement regulations.

Comm. Duenas said that this resolution allows management to begin the procurement and the numbers will come later.

Comm. Guthertz motioned to approve Resolution 2018-16, second by Comm. Bamba. The motion passed without further discussion / objection.

4.1.4 Resolution 2018-07 Piti 8&9 Contract

GPA's current ECA with Marianas Energy Company expires January 2019. The ownership of Piti #8 and #9 will transfer to GPA upon ECA expiration. GPA does not have the means to operate and maintain this plant reliably. Notably, GPA neither has the O&M supply chain nor experienced personnel. Currently the most reliable baseload units, Piti #8 and #9 are critical for assuring adequate, uninterrupted power supply. The loss of Piti #8 and #9 increases fuel consumption by over $200,000/per day of outage.

GPA and customers benefit significantly by extending the Energy Conversion Agreement:

- **Retain O&M expertise of the units at a critical time**. There are very few land-based slow speed diesel plants; extending MEC contract retains critical expertise allowing for proper cross-training once the new contract is awarded (cross training will start once the extension period commences, and before the new contract commences; overlap between MEC employees and new IPP employees ensures critical knowledge and skills are documented and transferred). GPA has a slim margin for reserve generation in the next few years with Piti #8 and #9 prior to the new power plant commissioning.
- **Retain relationship with OEM and allow GPA (and MEC) to contract with OEMs and key suppliers for critical repairs, upgrades and upcoming conversion of ULSD**. MEC's strategic advantage includes supply chain relationships with OEMs and key suppliers. Without an extension, GPA cannot smoothly undertake key capital improvement projects such as conversion to ULSD, turbo-charger upgrades, and cylinder liner/injection system upgrades recommended by preliminary Plant Assessment Review studies.
- **Efficient Procurement Process**. MEC can ensure there is adequate inventory, and can also expedite procurement of necessary equipment and services in case of emergency.

- **Allows efficient operation and maintenance of the plant throughout the period when GPA completes projects related to environmental compliance, as well as during the award, construction and installation of the new power plant.**

The Piti #8 and #9 Power Plant is located in Cabras, Guam. If approved, the extension would be for the existing contract. A new ECA bid for 15 to 20 years beyond the five year extension will be issued in 2020 and will be funded by Revenue Funds

In discussion, GM Benavente said he will bring back the amendment for review.

ACTION: Provide a transition plan / period at the next GM Report (Assignee: Unassigned; Due Date: 04/18/2018)

Comm. Sanchez motioned to approve Resolution 2018-07, second by Comm. Guthertz. There was no further discussion / objection and the motion passed unanimously.

4.2.5 Resolution 2018-08 Relative to Adoption & Implementation of Unified Ex.Officer Evaluation Policy for GPA and GWA

This resolution was discussed in length under section 4.2.3.

For the record the Commission wanted the approval recorded for GPA Resolution 2018-06. Comm. Guthertz motioned and Comm. Sanchez second to approve said resolution as amended under Section 4.2.3 below.

4.2 GWA

4.2.1 GM Report Update

GM Bordallo said he has nothing new to report. He acknowledged GWA Staff who participated in the AWWA Western Pacific Conference that happened the past few days. He also mentioned that sixty (60) people were present at the tour to the Agat WW TP. Vangie Lujan added that they did a survey and shared that those who toured the plant were comprised of islanders Rota, Tinian, Saipan and others.

4.2.2 Financials – Not discussed.

CFO Greg Cruz said there's no change to the financials as presented at the GWA Work Session on March 20th. Below is some highlights from work session presentation.

Top Ten Largest Water and Wastewater Customers – February 2018

	Water				Wastewater		
	Customer Name	FYTD18 Revenues	% of Total		Customer Name	FYTD18 Revenues	% of Total
1)	MDI GUAM CORPORATION/LEOPALACE	$571,787	2.01%	1)	AIR FORCE DOD	$1,588,771	9.57%
2)	PACIFIC ISLANDS CLUB	475,631	1.67%	2)	NAVY DOD	1,034,250	6.23%
3)	HOTELS OF THE MARIANAS INC	417,437	1.46%	3)	HOTELS OF THE MARIANAS INC	446,412	2.69%
4)	HYATT	389,275	1.37%	4)	HYATT	416,788	2.51%
5)	HOTEL NIKKO GUAM	374,798	1.31%	5)	HOTEL NIKKO GUAM	400,610	2.41%
6)	GUAM REEF HOTEL INC	352,480	1.24%	6)	GUAM REEF HOTEL INC	377,265	2.27%
7)	SHERATON LAGUNA GUAM RESORT	332,191	1.16%	7)	SHERATON LAGUNA GUAM RESORT	355,470	2.14%
8)	MDI GUAM CORPORATION/WESTIN	269,669	0.95%	8)	MDI GUAM CORPORATION/WESTIN	288,311	1.74%
9)	OUTRIGGER GUAM RESORT	263,510	0.92%	9)	OUTRIGGER GUAM RESORT	282,324	1.70%
10)	TANOTA DEVELOPMENT LLC	257,430	0.90%	10)	TANOTA DEVELOPMENT LLC	276,232	1.66%
	Total	$3,704,208	12.99%		Total	$5,466,433	32.92%

DASHBOARD

FYTD February 2018 Budget vs Actual ($000)

Category	Description	Budget FYTD18	Actual FYTD18	Variance
Rate Based Revenues	Water	$29,708	$28,515	($1,192)
	Wastewater	16,609	16,607	(2)
	Total	46,317	45,122	(1,195)
Operations & Maintenance	Salaries & Benefits	11,048	9,641	(1,407)
	Power	5,290	5,842	552
	Water Purchases	3,606	3,777	171
	A&G	5,361	4,212	(1,150)
	Contractual	1,866	1,688	(178)
	Total	$35,218	$34,240	($978)

Key Financial Ratios ($000)

Category	FY18	FY17
Accounts Payable $$/Days	$4,355 / 47 days	$5,390 / 59 days
Accounts Receivable $$/Days	$16,173 / 65 days	$15,451 / 51 days
Days Cash On Hand	178 days	184 days
Annual Debt Service (Revenue Bonds)	$28,504	$24,563
Debt Service Coverage (Bond/PUC)	1.61 / 1.99	1.99 / 2.44

Debt as a Percent to Gross Revenue



4.2.3 Resolution 21-FY018 Relative to Adoption & Implementation of Unified Ex.Office Evaluation Policy for GPA and GWA

GM Bordallo said this is a joint resolution and is asking for CCU approval for adoption. Chairman Duenas asked GM Benavente if he concurs and he responded yes. Comm. Bamba asked who drafted the resolution and the Legal Counsel Kelly said it was a collaboration between all parties.

Comm. Simon motioned to approve for discussion; Seconded by Comm. Guthertz

Comm. Simon said he likes the tone of the resolution. The only area he has trouble with is Subsection F because it puts the person in an awkward situation. Everything else captures what the CCU wants but it is awkward to only go to one person. He asked the GM for his opinion and the GM responded that he wants to leave this action at the discretion of the CCU. Comm. Simon recommended deleting the entire section.

Comm. Duenas said the reason he thinks Subsection F is important is because someone has to be accountable and the GM is the one in charge and must have some input on the other 2 people working under him.

Comm. Guthertz recommended to change the word "shall:"

Comm. Santos said the Commission holds the GM accountable. The issue here is the evaluation part. Don't confuse that with the daily work load. The same has to apply to all positions.

After discussion it was decided to change the word “shall” to “may”

GM Benavente said he would prefer to leave Section F in place and should there be contention in the future; it will be addressed on a case by case basis

GM Bordallo said the AGMA’s criteria is based on the position description and already has a policy in place reference to AGMA evaluations.

Comm. Sanchez said we are only debating one clause. He proposed that the policy suggests that the Commission can solicit opinion from all three executive teams.

GM Benavente said if someone is going to be the leader and be accountable he /she has to have the power and not water it down.

Comm. Guthertz motioned to amend Section F to say CCU SHALL solicit ... and which MAY be made ...; second by Bamba

On the amendment - all approved

Simon moved to adopt Resolution 08/21 as amended; seconded by Bamba. No objection and motion passed.

4.2.4 Resolution 22-FY2018 Relative to Addition of Utility Payroll Clerk Series of Positions to CTP List

The GWA finds the addition of the Utility Payroll Clerk series of positions will support the Payroll section of the Finance Division. The GWA is currently staffed with a Payroll Supervisor, who currently works through issues relative to manual review of numerous personnel actions which can cause delays in final payout of salary adjustments, transition and migration via the Payroll Section. Recruitment of this position will allow for continuity of service in the payroll section and reduce reliance on a single position for this critical function. The recruitment will expedite processing of personnel actions for payroll purposes with minimal to no delays. The Utility Payroll Clerk will be under the direct supervision of the Payroll Supervisor in the Finance Division of the Authority. The addition of the Utility Payroll Clerk series of positions will be completed upon approval by the CCU Board for recruitment purposes. GWA will certify funding for the position available for the filling and retention of its newly added certified, technical and professional position. The funding of this position will be from the operational revenues.

GM Bordallo said GPA has these positions on their CTP list and would like GWA to follow suit. All agreed that the request was reasonable.

Comm. Bamba moved to approve Resolution 22-FY2018; second by Comm. Santos. With no further discussion or objection the motion passed.

4.2.5 Resolution 23-FY2018 Relative to Amendment of Asst.GM of Admin & Support (Unclass) Job Standard

This resolution requests the Commission to amend the Assistant General Manager of Administration & Support job specification and salary range to support the Agency's daily operations within its Administrative and Support Divisions providing quality customer service to both internal and external customers at the most effective, efficient and cost-effective manner.

The Agency currently employs one Assistant General Manager for Compliance & Safety, while the other divisions of as much importance function without an Assistant General Manager at its helm, thus limiting effective communications direct to the General Manager while at the same time, affecting operations to provide statuses by Superintendents or Managers, who would otherwise be addressing the water and/or wastewater needs of our community.

The Assistant General Manager of Administration & Support, if approved, will be under the direct supervision and management of the General Manager while overseeing the following divisions: Human Resources, Procurement, Supply & Warehouse, Fleet & Equipment, Information Technology and Customer Service.

Public Law 28-112, Section 9 (2) requires GPA and GWA to post a petition on their websites for ten (10) days (not including Saturdays, Sundays and government of Guam holidays). After the 10 days posting, the petition can then be forwarded to the CCU for their disposition at any regularly scheduled meeting. GWA has met the posting requirements.

Additionally, Guam law requires notice of such posting to each newspaper of general circulation and broadcasting station, which airs regular news programs within Guam.

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.

Comm. Bamba moved to approve Resolution 23-FY2018, second by Comm. Guthertz. There was no further discussion or objection and the motion passed.

4.2.6 Resolution 24-FY2018 Approval of Badger Meter Contract for Additional Purchase of Water Meters

The objective of this resolution is to support GWA's on-going meter replacement initiative with regard to non-functioning model LP meters. In order to mitigate impact to revenues from the failing LP meter model, GWA initiated efforts to remove and replace the meters based on field performance, i.e., 'no consumption or low consumption' reads. To improve on this effort, GWA has ramped up the replacements and has outpaced the warranty replacement of the faulty meters. GWA continues to work with the manufacturer to expedite warranty replacements, but in order to achieve revenue recovery in the shortest time possible, purchase of additional meters is required to keep the pace of replacement efforts. This request will be used in

purchasing water meters to provide a rolling inventory to replace defective meters currently installed island-wide.

We anticipate that there may be a number of meters which we are unable to get to within the warranty period, requiring purchase of replacements with no warranty coverage. In light of our recent efforts to expedite replacements, we have used existing inventory, and therefore, we also require an inventory of meters in various sizes for normal wear and tear replacements, new installations, and meter management purposes. These meters may be needed in the future before the expiration of the current 3-year contract with Badger Meter in early 2019. GWA is requesting approval to purchase up to approximately six thousand six hundred seventy-four meters, in sizes ranging from ¾-inch to 8-inch, at a cost of up to approximately One Million One Hundred Fifteen Thousand Seven Hundred Eighteen Dollars and Sixty-Five Cents ($1,115,718.65).

In addition, new meters were purchased to improve billing accuracy for customers who have wide variations in demand but could not be deployed because they required a dedicated power source at the customers meter box location. Rather than return these meters at a cost, the Manufacturer offered a deep discount if we kept the meters. GWA saw an opportunity to support production meter replacement in an effort to refine GWA's performance with respect to on-going water audit results since well sites have dedicated power sources. However, this originally un-planned purchase of production meters exceeded previously approved purchase levels, therefore GWA seeks a ratification of this expenditure.

Comm. Guthertz motioned to approve Resolution 24-FY2017, second by Comm. Bamba. There was no further discussion / objection and the motion carried unanimously.

4.2.7 Resolution 25-FY2018 Approval of Total Chemicals & JMI Edison Contract for Additional Purchase of Water Treatment Chemicals

Resolution 25 will maintain a 90-day chemical inventory until the end of the existing three (3) year contract. The resolution seeks approval of funding amounts above the original estimated and approved levels due to an increase in actual demand and usage of the chemicals. The chemicals will benefit the Northern Wastewater Treatment Plant & the Hagatna Wastewater Treatment Plant. The related cost is noted below.

	Vendor	Cost / lb	Annual	3 Years
ACH	Total Chemical	$1.06	$851,739.68	$2,555,219.04
Anionic	Total Chemical	$1.40	$156,468.20	$469,404.60
			$1,008,207.88	**$3,024,623.64**
Cationic	JMI	$1.45	$200,188.45	$600,565.35
			$1,208,396.33	**$3,625,188.99**

*Three (3) Year Contract End Date: January 20, 2019
*CCU Resolution 12-FY2016, Approved December 10, 2015

* PUC GWA Docket 15-11, Review and Approval of Contracts with Total Chemical Resources, Inc and JMI Edison, Approved January 25, 2016.

	Vendor	Expensed as of Feb 2018	January-19	90 Days Cost	Jan 2019 + 90 Days
ACH	Total Chemical	$2,258,593.94	$124,654.55	$184,591.79	$309,246.34
Anionic	Total Chemical	$605,539.20	$60,906.25	$116,578.96	$177,485.21
		$2,864,133.14	**$185,560.79**	**$301,170.75**	**$486,731.55**

If approved, the procurement of adequate chemicals for daily operational requirements and related expenses will be extended to the end of the 3-year contract period in January of 2019 and will be funded by revenue funds.

ACTION: GM to look into matter of GRT / Saes Tax issue on this purchase & inform the Commission (Assignee: GM; Due Date: 03/26/2018)

Comm. Santos motioned to approve the resolution, second by Comm. Guthertz. With no further discussion / objection, the motion passed.

5. OLD BUSINESS – None

6. ANNOUNCEMENTS

6.1 Next CCU Meetings:

The Chairman announced that the next CCU meeting would be the GWA Work Session on April 17, the GPA Work Session on April 19 and the CCU Meeting on April 20.

There was a 5-minute recess before Executive Session; it was 6:29 p.m.

Executive Session started at 6:55 p.m.

7. EXECUTIVE SESSION

7.1 Personnel Matter

7.2 Litigation Matter

These matters were discussed; no related action.

8. ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:25 p.m.

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bls
Attested:

_____ _____

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

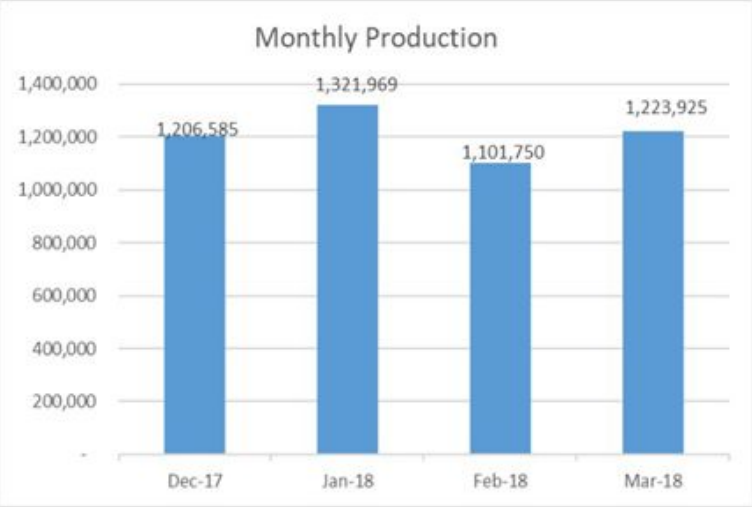
GUAM WATERWORKS AUTHORITY

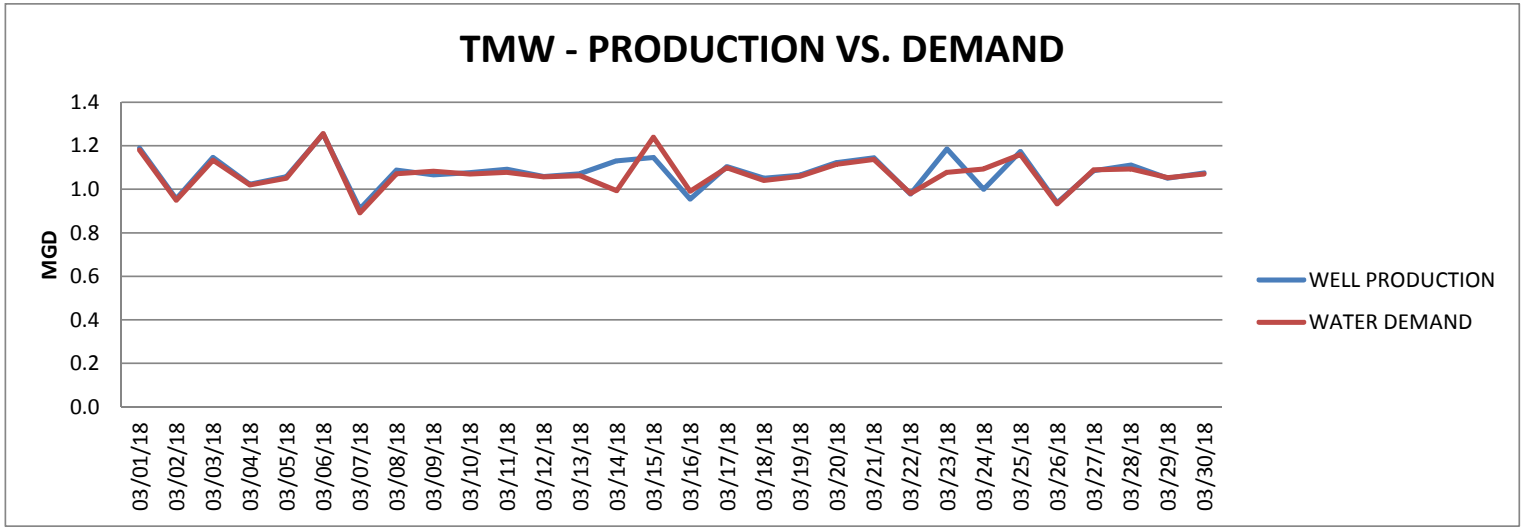
General Manager's Report
GPWA CCU Board Meeting, April 20, 2018

Operations Update

Production

Monthly Production Summary - March 2018					
Deep Wells				36.2	MGD
	Active wells =	97	of 120		
	Avg days in operation =	31.00	days		
	Total Production =	1,121,415	Kgals		
Springs				0.00	MGD
	Avg days in operation =	0	days	*placed on standby	
	Total Production =	0	Kgals		
Ugum Surface Water Plant				2.2	MGD
	Avg days in operation =	31	days		
	Total Production =	69,014	Kgals		
Tumon Maui Well				1.08	MGD
	Avg days in operation =	31	days		
	Total Production =	33,496	Kgals		
		1,223,925	Kgals	39.5	MGD

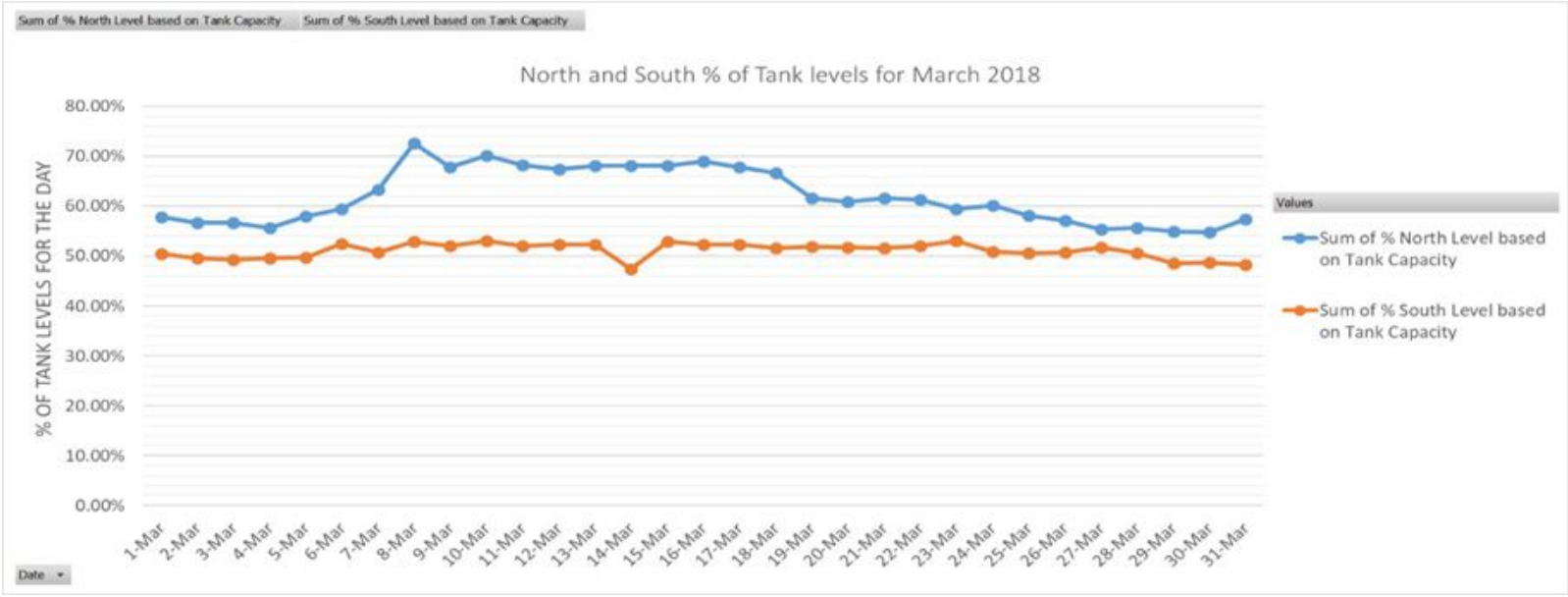




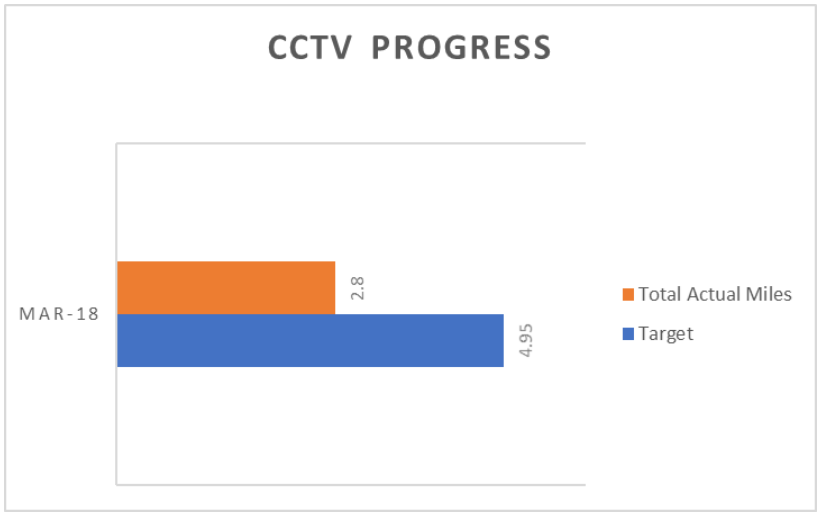
Distribution

Monthly Distribution Summary - March 2018					
Water Booster Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	11	21	19	90.5%
	Central	7	15	13	86.7%
	Southern	7	15	14	93.3%
		25	51	46	90.2%





Wastewater Collections



Monthly Collections Summary - March 2018

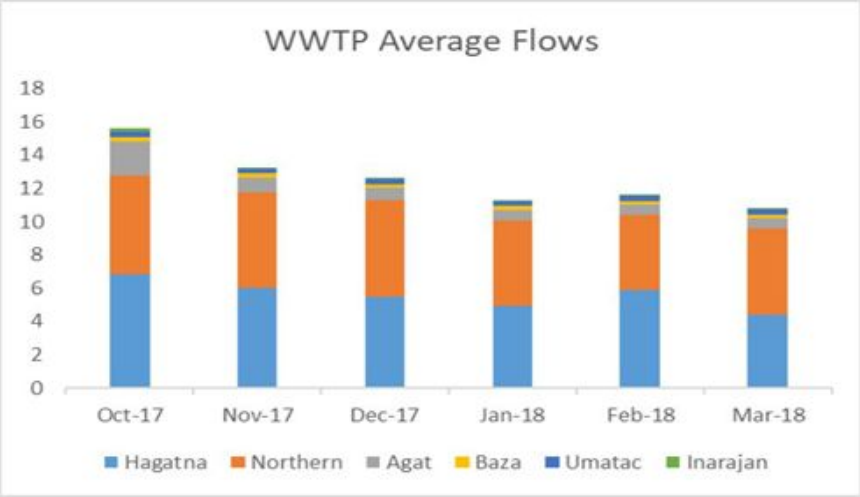
Wastewater Pump Stations

	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	22	52	48	92.3%
	Central	29	63	55	87.3%
	Southern	27	54	43	79.6%
		78	169	146	86.4%

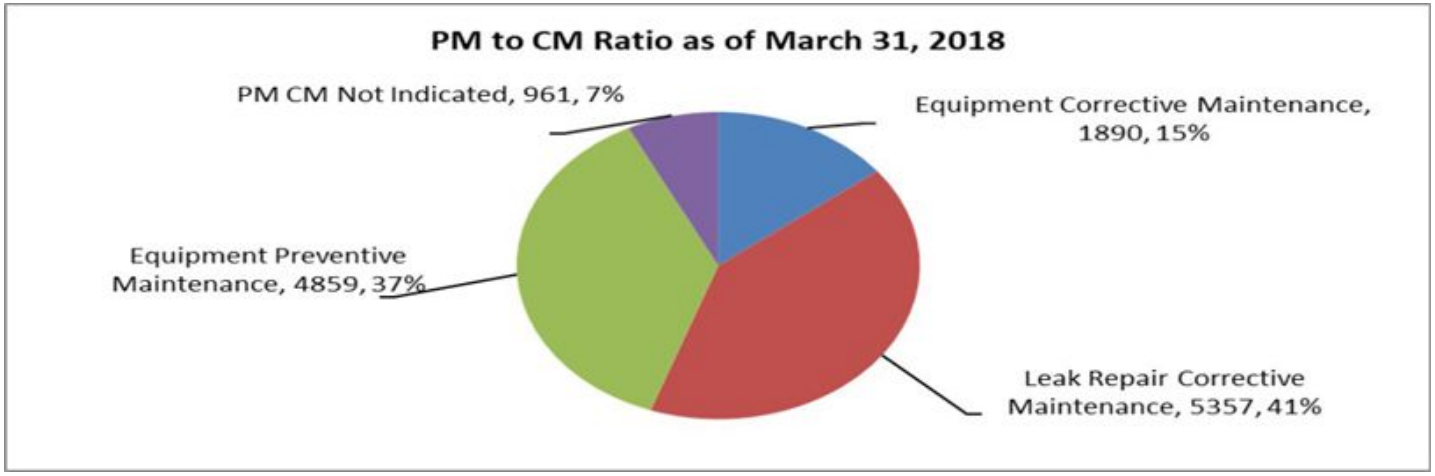


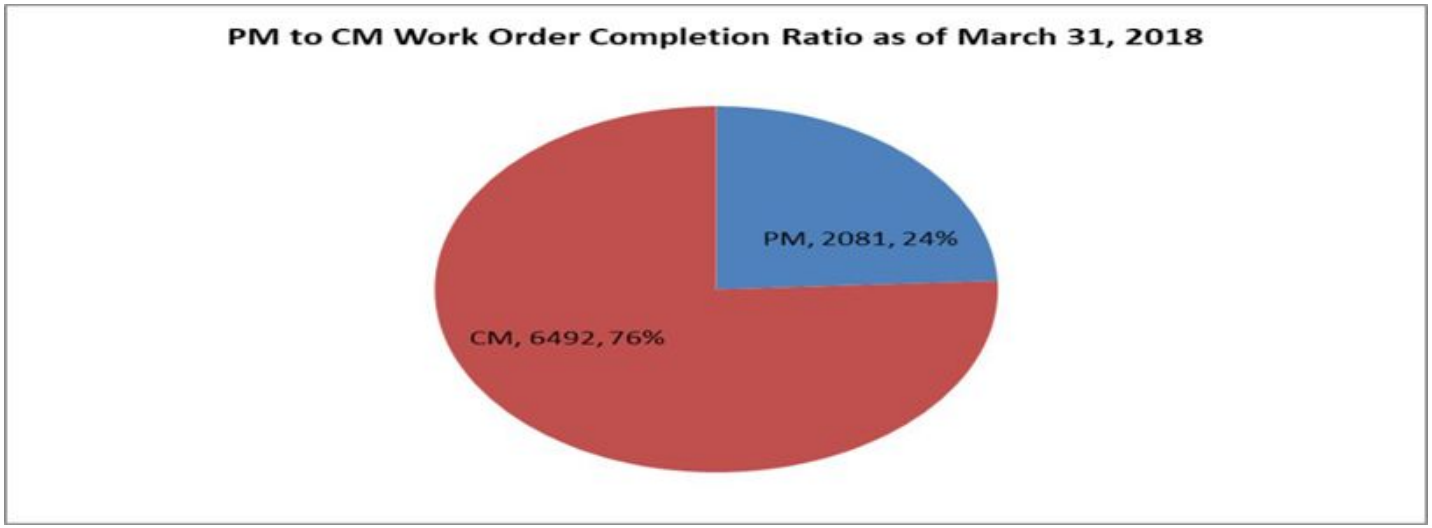
Wastewater Treatment

Monthly Wastewater Treatment Summary - March 2018				
WW Treatment Plants - Flows				
	Facility	**Avg. Daily Flows**	**Sludge (lbs)**	**Sludge Disp. ($)**
	Hagatna	4.40	540,600	$ 48,654
	Northern	5.2	953,280	$ 85,795
	Agat	0.58		
	Baza	0.25		
	Umatac	0.30		
	Inarajan	0.05		
		10.78	1,493,880	$ 134,449



Asset Management





Operational Issues

Production & Distribution

- Leak repair
  - Crews maintaining performance - less than 60 pending repairs, less than 20 backhoe required repairs
  - pending IFB for leak repair services
  - pending for advanced remote leak detection services
- Ugum WTP – scope of SCADA improvements finalized – pending pricing adjustments and change order.
- 2018 Pump/Motor order – released on February 16, 2018; delivery pending.
- GWA Crane Repair –repairs have been made and unit is finally working; last error code found to be software issue that the factory rep is still working to resolve.

Wastewater Collection & Treatment

- O&M Manager retired suddenly – Management is evaluating options and temporary detail appointment has been made
- CCTV:
  - Crews completed approximately 2.8 miles in March
- Pump station facility maintenance efforts still underway
- FOG Program
  - Program Manual revisions completed
  - 2nd Residential Collection Program was very successful - 840 gallons collected
- All issues related to USEPA inspection at Hagatna WWTP have been addressed with two items pending.
  - Effluent pump was down – repair on one pump completed, critical spare motor in procurement
  - Digester mixer was down – pending gearbox repair
  - Floc chamber mixers down – repairs have been completed, four in operation, one pending electrical connection
  - Centrifuge was down – both units now operational
  - Safety issue – motor guards have been reinstalled.

Meters

COMPLETED FIELD ACTIVITY JAN 2017 THRU MAR 2018 (POSTED IN CIS)	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	TOTAL:	MARCH 2018 COMPLETED FIELD ACTIVITIES (IN PROCESS) TO BE POSTED IN CIS
GWA - Test Meter	30	9	9	371	745	87	393	743	1000	1007	434	378	750	969	1213	8138	484
GWA - Meter Exchange	393	179	220	276	482	353	501	807	1526	1039	452	259	239	1086	2120	9932	0
GWA - Verify Zero Report	30	124	114	94	96	402	261	199	550	89	82	169	356	106	117	2789	18
GWA - Verify Low Usage	0	0	0	2	37	36	196	488	657	202	127	612	858	1122	1055	5392	268
TOTAL:	453	312	343	743	1360	878	1351	2237	3733	2337	1095	1418	2203	3283	4505	26251	770

# OF METERS TESTED AS PER METER TEST FACILITY REPORTS:	345	350	144	252	305	210	302	397	1013	1130	927	704	721	1041	1347	9188	
# OF BACKBILLINGS APPLIED AS PER FINANCE REPORTS:	0	0	0	20	122	84	29	111	219	80	77	4	136	23	323	1228	$ 849,025.16

# OF FIELD CREW PERFORMING CHANGE OUTS:	19	10	13	9	21	21	14	24	35	28	28 *	28 *	5	13	13	
# OF ADMIN STAFF TO CREATE AND POST FIELD ACTIVITIES IN CIS:	7	4	5	6	9	9	10	13	15	15	13	13	8	11	9	
# OF SUPPLY STAFF TO ISSUE MATERIALS AND PROGRAM NEW METERS:	2	2	2	2	2	2	2	2	2	2	2	2	2	4	0	
# OF TEST FACILITY PERSONNEL TESTING METERS:	2	2	2	3	3	3	3	3	3	3	3	3	3	2	2	
# OF ACCOUNTANTS CALCULATING BACK BILLS:	0	0	0	2	3	2	2	3	3	2	2	2	2	2	2	
TOTAL:	30	18	22	22	38	37	31	45	58	50	48	48	20	32	26	

*Project overtime on hold Nov 18, 2017 thru Dec 16, 2017. During this period, 4 personnel performed work on this project during the regular work day with a majority of the work completed during Nov and Dec month occuring before and after the OT moratorium.

ACTIVE BADGER MODEL LP COUNT AS OF MARCH 2018:

LP PURCHASE DATE	COUNT	
2/10/2012	1	WARRANTY EXPIRED
3/27/2012	1	
4/10/2012	1	
4/14/2012	7	
4/18/2012	1	
5/30/2012	1	
6/7/2012	1	
7/27/2012	3142	
7/31/2012	1	
8/10/2012	1	
8/29/2012	1	
8/31/2012	4175	
12/10/2012	1	
12/24/2012	1639	
1/14/2013	2160	
2/25/2013	759	
3/1/2013	624	
5/23/2013	1453	ACTIVE WARRANTY
8/2/2013	1	
8/29/2013	2600	
9/5/2013	1	
11/12/2013	1	
1/17/2014	1	
2/27/2014	654	
4/10/2014	2453	
6/2/2014	71	
8/28/2014	1412	
TOTAL :	21163	
	12516	WARRANTY EXPIRED
	8647	ACTIVE WARRANTY

Marbo (Andy-South) Wells – Status

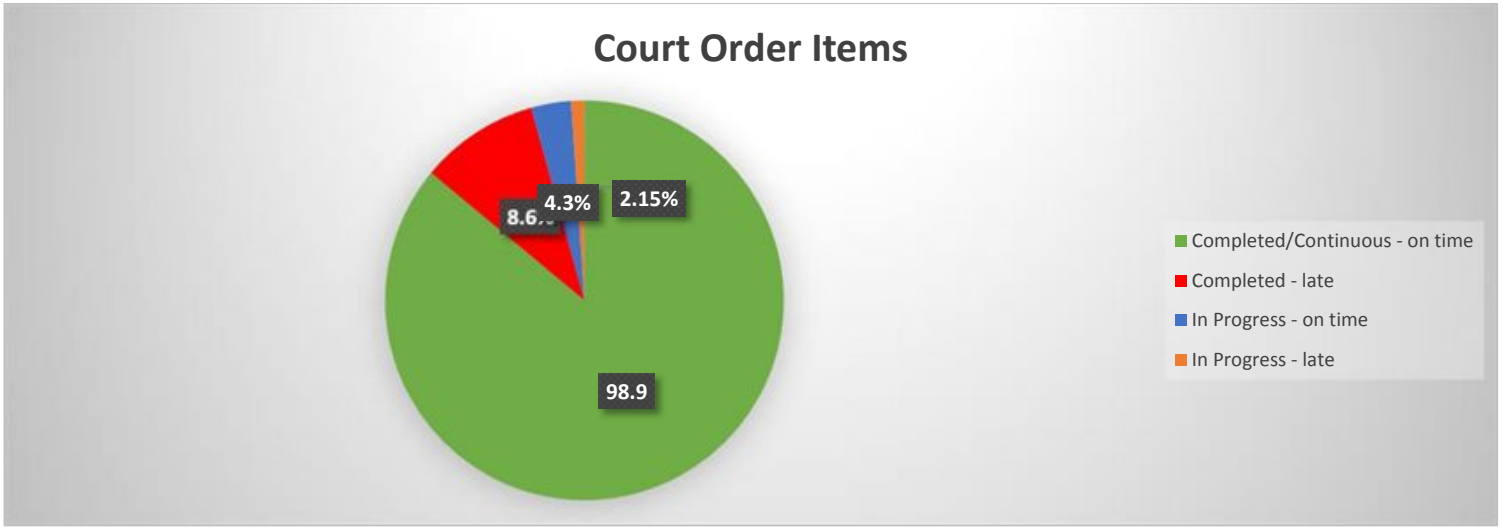
- Involuntary reversion appears imminent; GWA Counsel transmitted draft easement documents to GSA for consideration with DoD
- GM and General Counsel attempted to meet with GSA Counsel in SFO this month, but meeting had to be rescheduled
- No information on timing, but Management remains hopeful that parceling of lots as 'easements' will be accomplished

One Guam Update

- Tumon Maui Well:
  - For the vent shaft leaks, GWA's Consultant B&C needs a work authorization so they will draft a proposal. Initial water flow from the vent shaft was caused by a failure of the level indicator which allowed the tank to overflow. A new level indicator will be employed to avoid the problem in the future.
- Santa Rosa Tank:
  - GWA and DOD finally decided on the location of the infrastructure required for the intertie.
  - GWA's Contractor will finalize the property maps for the intertie. It was agreed by all parties that the valve boxes will be located on GWA's property.
  - Once the maps are completed, the letter to General Cox will be finalized for the temporary easement.
- Although the construction of GWA's tank at Santa Rosa is underway, the intertie will be done as soon as the approval of the Navy, resolution of the temporary easement and the SOP and MOU for the intertie are completed.
- Distribution Systems:
  - GWA continues to work with DOD to resolve wastewater line issues in the Leon Guerrero area.

Court Order

	Items	On-time Items Completed/Continuous	Items Delayed	Completed Late	Items on Schedule	Performance %
Court order total	93	80	1	9	3	98.9%



Status Information

- 1 item delayed
  - Meters
- Final Date to complete all Court Order items is December 31, 2020.
- Overflow or Bypass events reported to USEPA:
  - Southern SSES Phase II Location – Santa Rita;
  - Redondo Luchan, Dededo;
  - South Mariposa Court, Dededo.

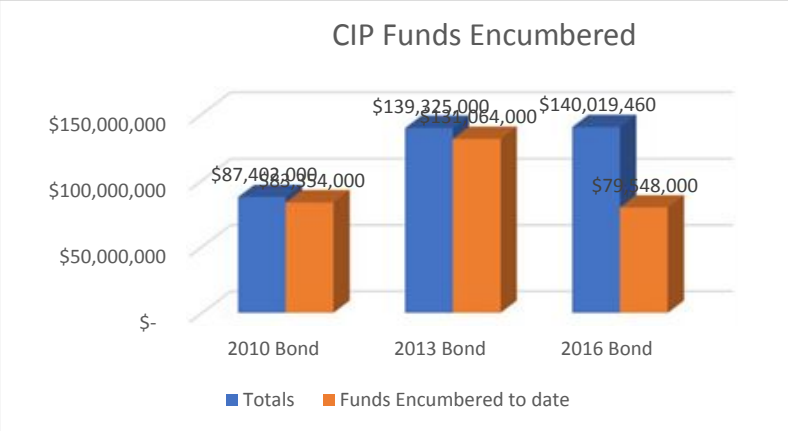
CIP Summary

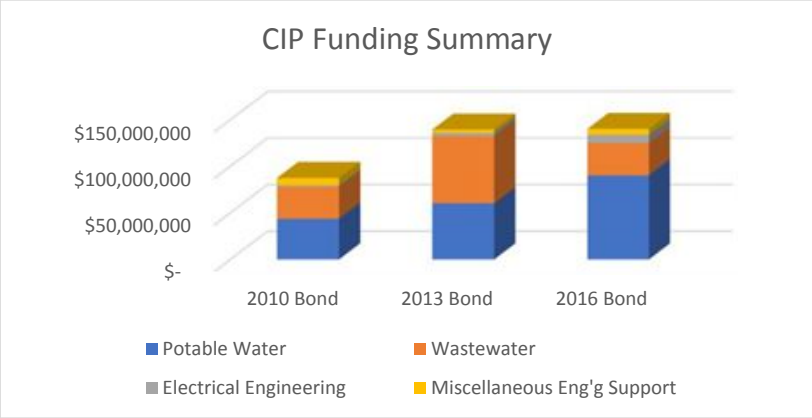
CIP Summary - Project Encumbrance

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

CIP Summary - Project Amounts

	2010 Bond		2013 Bond		2016 Bond			
	Funded	%	Funded	%	Funded	%	Total CIP Projects	%
Potable Water	$ 41,903,305	48%	$ 58,317,117	42%	$ 64,647,830	46%	$ 164,868,252	45%
Wastewater	$ 36,009,577	41%	$ 73,837,883	53%	$ 60,227,170	43%	$ 170,074,630	46%
Electrical Engineering	$ 1,748,118	2%	$ 3,395,000	2%	$ 8,750,000	6%	$ 13,893,118	4%
Miscellaneous Eng'g Support	$ 7,741,000	9%	$ 3,775,000	3%	$ 6,394,460	5%	$ 17,910,460	5%
Totals	$ 87,402,000	100%	$ 139,325,000	100%	$ 140,019,460	100%	$ 366,746,460	100%
Funds Encumbered to date	$ 83,354,000	95%	$ 131,064,000	94%	$ 79,548,000	57%		
% of Total CIP Funding	23.8%		38.0%		38.2%			

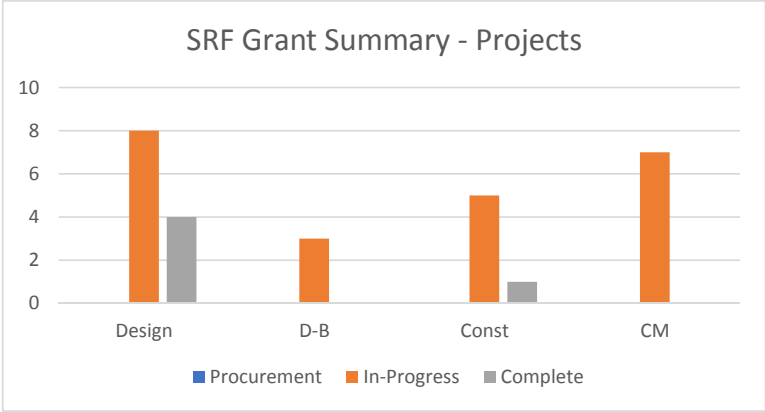




SRF Grant Summary

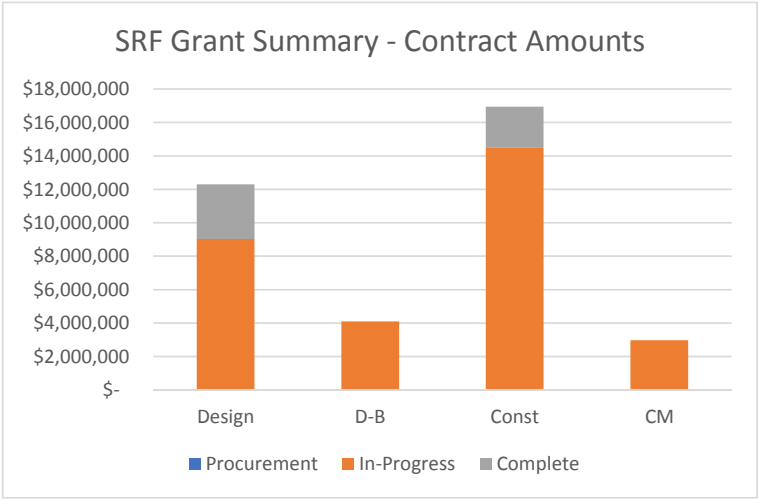
SRF Grant Summary - Projects

	Procurement	In-Progress	Complete	Totals	%
Design	0	8	4	12	43%
D-B	0	3	0	3	11%
Const	0	5	1	6	21%
CM	0	7	0	7	25%
Totals	0	23	5	28	
%	0%	82%	18%		



SRF Grant Summary - Contract Amounts

	Procurement	In-Progress	Complete	Totals	%
Design	$ -	$ 9,025,796	$ 3,279,629	$ 12,305,425	34%
D-B	$ -	$ 4,096,694		$ 4,096,694	11%
Const	$ -	$ 14,480,091	$ 2,470,658	$ 16,950,749	47%
CM	$ -	$ 2,977,793	$ -	$ 2,977,793	8%
Totals	$ -	$ 30,580,374	$ 5,750,287	$ 36,330,661	
%	0%	84%	16%		



OEA Grant Summary

- NDWWTP Upgrades
  - 30% design submittal is in internal QC review; GWA expects receipt in Mid-May.
  - USEPA reported recently that two potential but likely insignificant cultural resources may have been found, waiting on more detail
- Outfall Diffuser:
  - Post-bid Input from bidders received
  - Bid package being revised based on comments; re-design of anchors being evaluated;
  - GWA expects review set in a few weeks.
- Sewer Line Interceptor Design-Build
  - Multi-Step IFB has been issued.
  - Technical Proposal received and Qualified Bidder List established – 3 bidders qualified.
  - Price Proposal extended to 4/26/18.
- NGLA Observation wells – Design work on-going
  - Workshop for 30% design scheduled for this month.

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

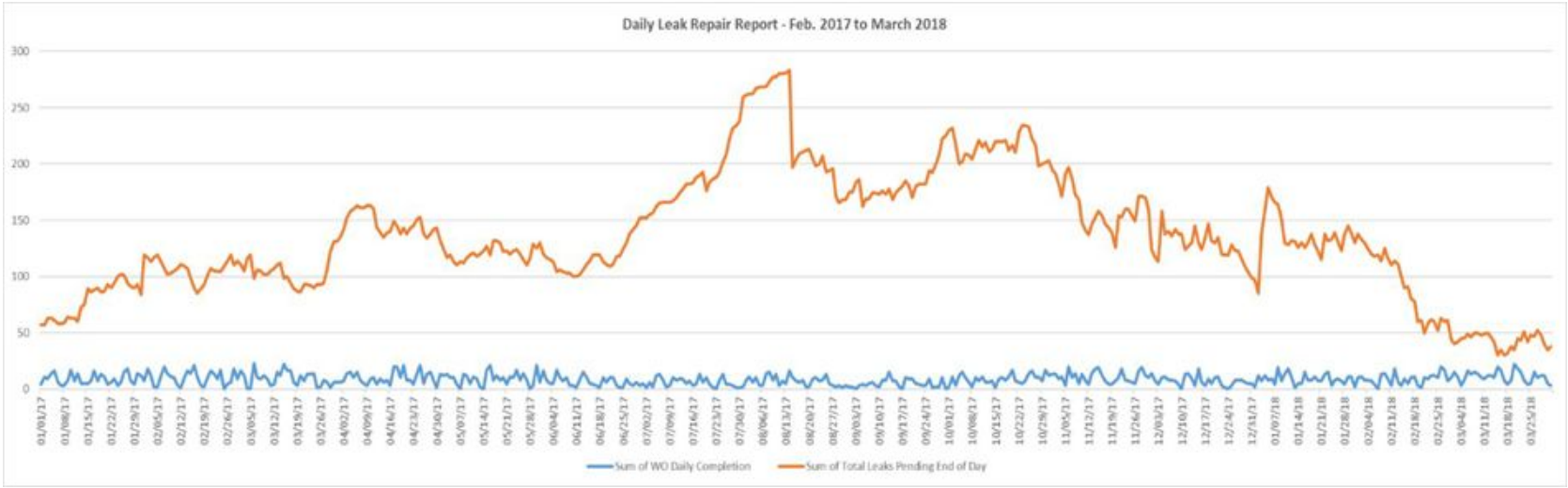
Land Acquisition Summary

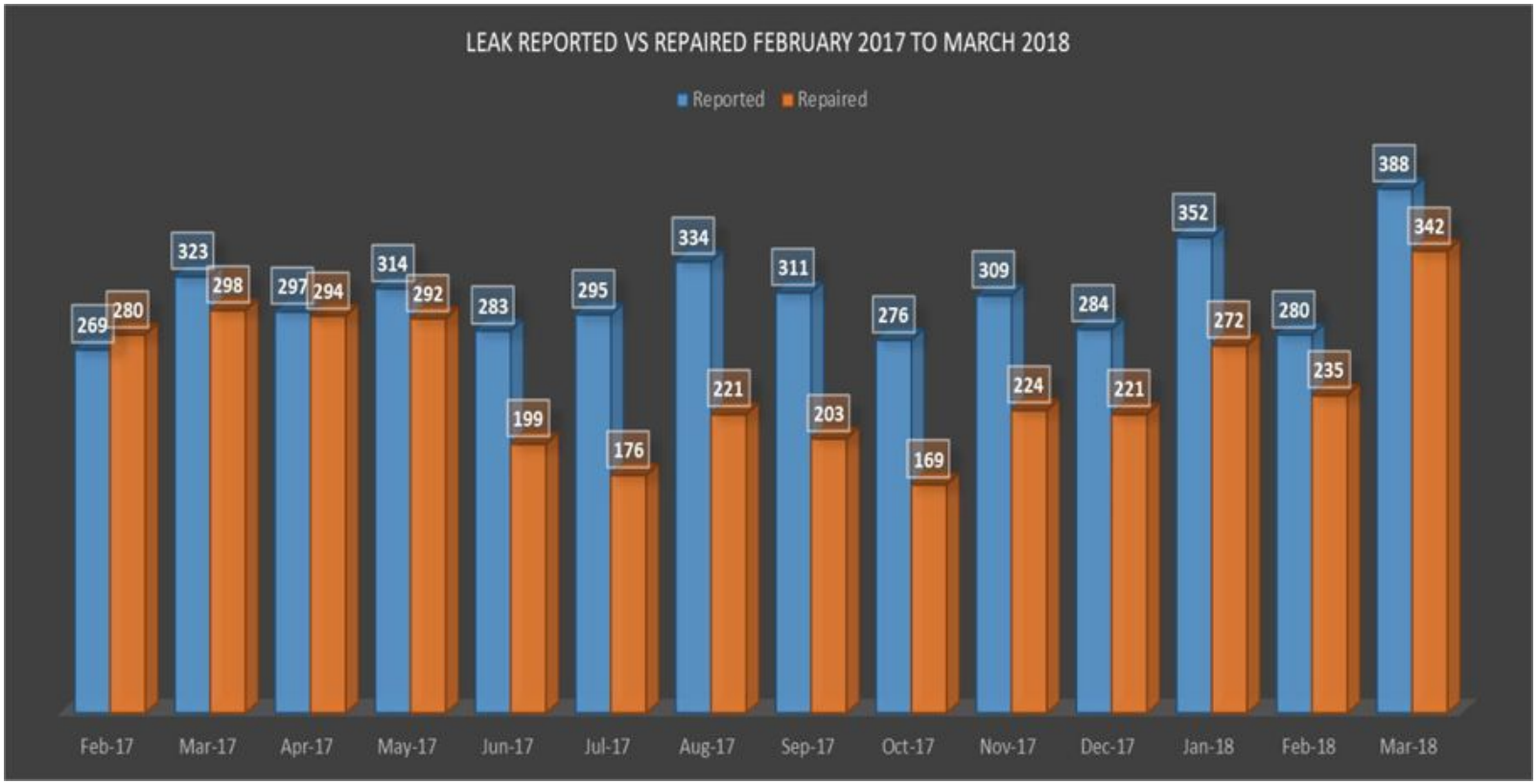
GWA Facility	Location	Gov't./Private/Other	Land Acquisition Status
Tanks	Ugum	Private	TGE to draft Letter of Decision for private property owners 11/09/17. Appraisal Services requested by TGE 04/02/18.
	Astumbo	Gov't./CLTC	GWA and DoLM working together on Land Registration process. Pending Notification of surrounding lot owner information from DoLM.
	Piti	Private	Letters of Intent letters received from private property owner to authorize GWA to begin preliminary geotechnical investigation and archaeological investigation 2/27/18.
Expansion of the Northern District Wastewater Treatment Plant (NDWWTP)	Dededo	Gov't./GALC	Funding Approval Request Sent to Finance 11/30/17; DoLM to draft Grant Deed 02/28/18. Title & Escrow Company have acknowledged underwriter approval of land acquisition 03/06/18. PUC approval 03/29/18.
Deep Well	A-12	Private	Property ownership vested in GWA 10/16/17.
	AG-12	Dept. of Agriculture/Manhita Farms	DCA is still verifying suspected buildings/concrete houses encroachments along the northerly and southerly boundaries 04/02/18.
	Y-8	Gov't./CLTC	GWA Land Agent to draft Grant Deed for property ownership under PL 22-18 - 04/09/18.
Booster Pump Station	Agfayan	Private	2nd follow up Letter of Intent delivered to private property owner on 04/09/18.
Sewer Pump Stations	Property adjacent to Southern Link	Private	GWA started acquisition process on 12/23/2016. Property ownership vested in GWA 08/11/2017.
Asan Springs	Asan	Gov't./Private	GWA working to determine ownership 04/10/18.

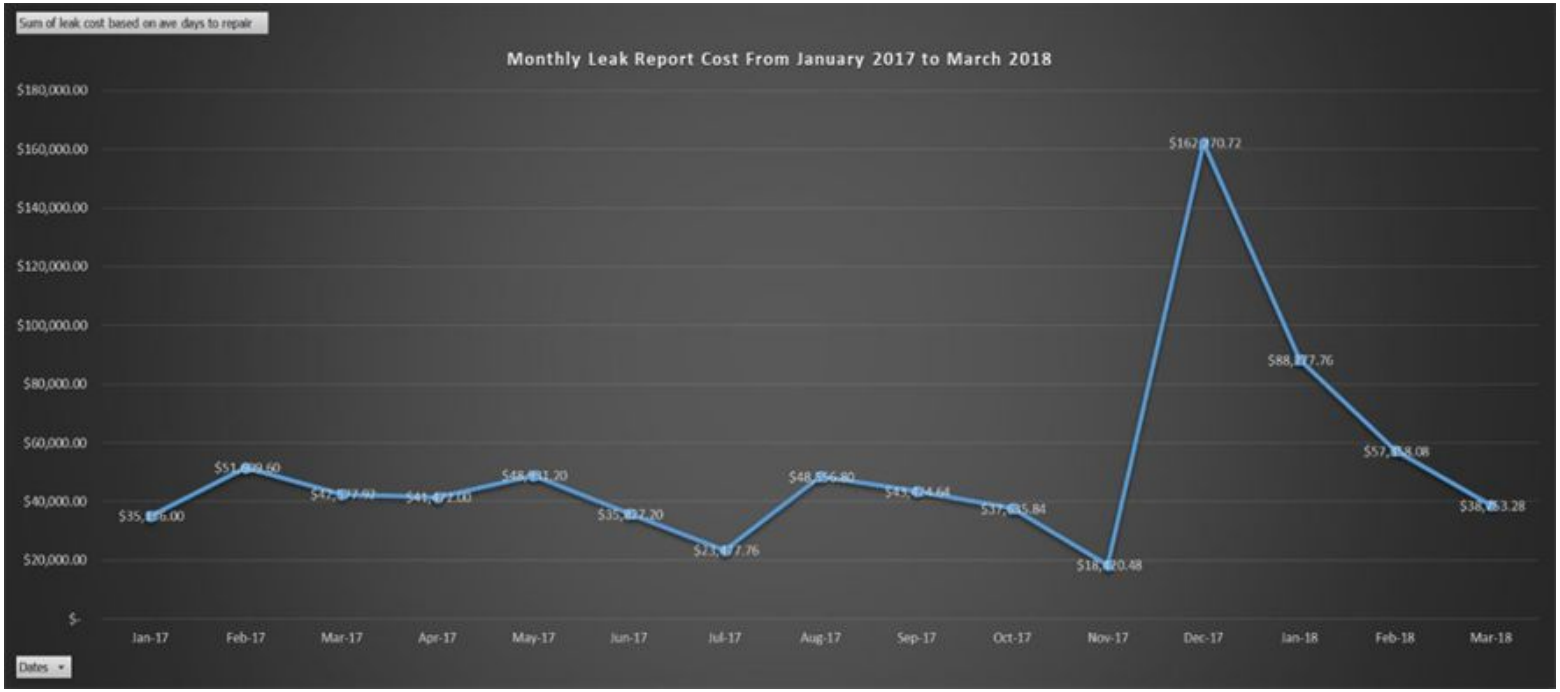
NRW – Update

- Water Audit update on-going
  - Production rates are being reviewed for accuracy and refined
  - Unmetered, Authorized uses are being quantified
  - Meter and billing inaccuracies are being reviewed and refined

Leak Repair Summary




LEAK REPORTED VS REPAIRED FEBRUARY 2017 TO MARCH 2018
Reported
Repaired
269
280
323
298
297
294
314
292
283
199
295
176
334
221
311
203
276
169
309
224
284
221
352
272
280
235
388
342
Feb-17
Mar-17
Apr-17
May-17
Jun-17
Jul-17
Aug-17
Sep-17
Oct-17
Nov-17
Dec-17
Jan-18
Feb-18
Mar-18



Assumptions:

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

DASHBOARD

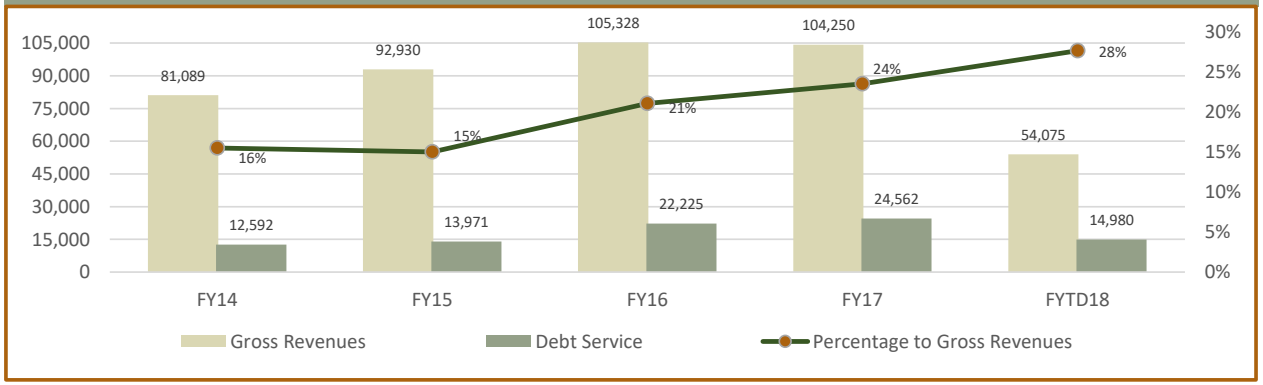
FYTD March 2018 Budget vs Actual ($000)

Category	Description	Budget FYTD18	Actual FYTD18	Variance
Rate Based Revenues	Water	$35,649	$34,054	($1,595)
	Wastewater	19,931	19,815	(115)
	Total	55,580	53,870	(1,710)
Operations & Maintenance	Salaries & Benefits	13,258	11,824	1,434
	Power	6,348	7,117	(769)
	Water Purchases	4,327	4,515	(188)
	A&G	6,433	5,255	1,179
	Contractual	2,239	2,229	11
	Total	$42,261	$41,830	$431

Key Financial Ratios ($000)

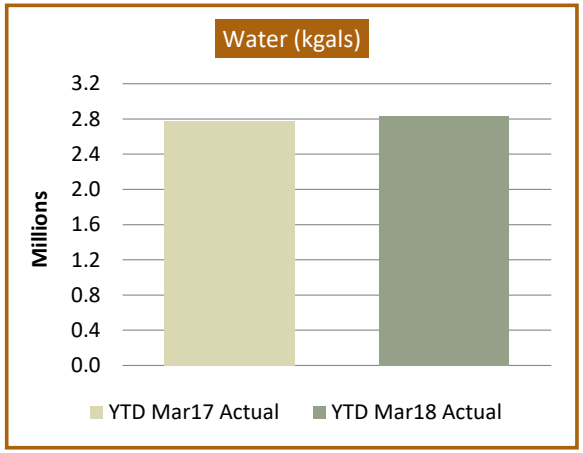
Category	FY18	FY17
Accounts Payable $$/Days	$4,234 / 38 days	$5,390 / 59 days
Accounts Receivable $$/Days	$15,522 / 51 days	$15,451 / 51 days
Days Cash On Hand	188 days	184 days
Annual Debt Service (Revenue Bonds)	$29,961	$24,563
Debt Service Coverage (Bond/PUC)	1.46 / 1.83	1.99 / 2.44

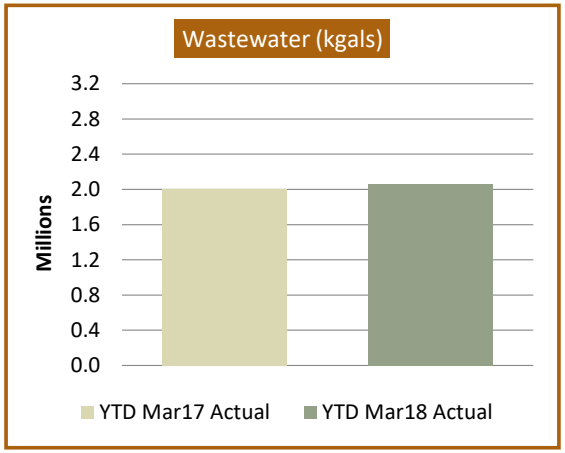
Debt as a Percent to Gross Revenue

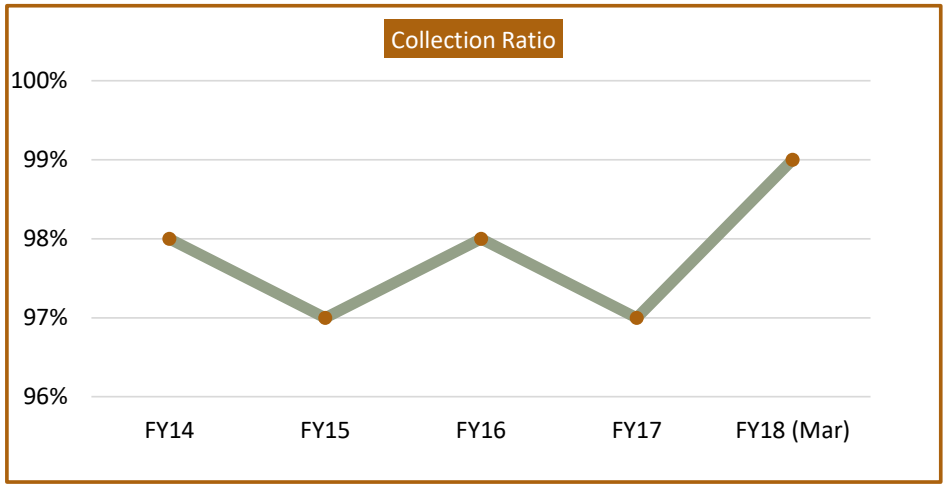


(1) Gross Revenues excludes SDC
(2) Debt Service Excludes Cap I

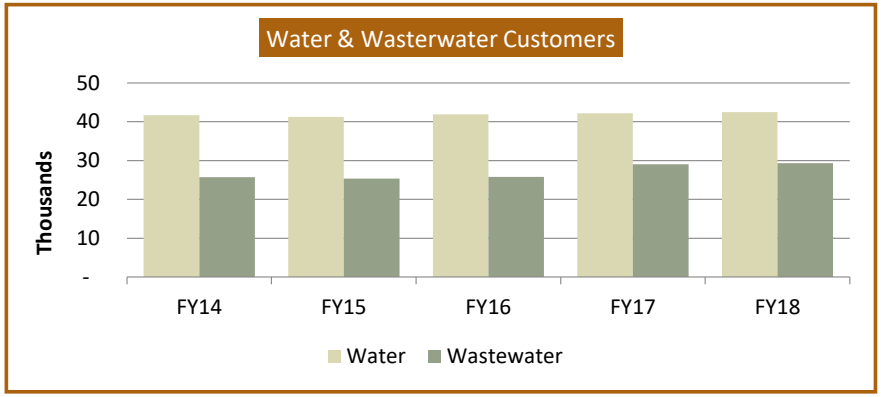
Water & Wastewater Analytics

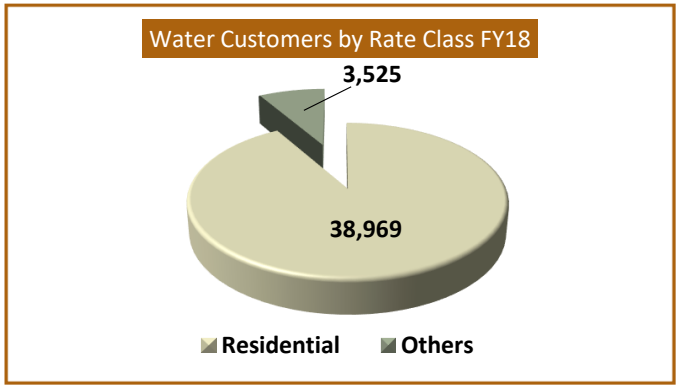


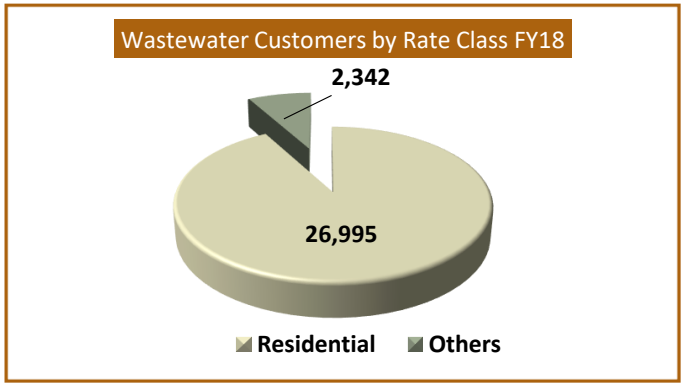


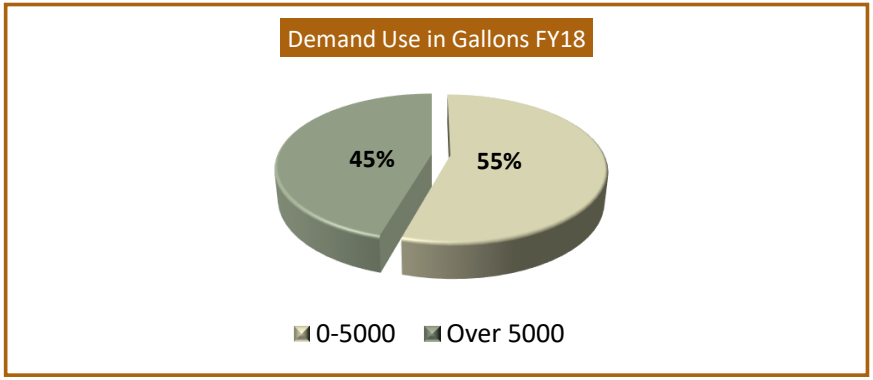


Water & Wastewater Customers





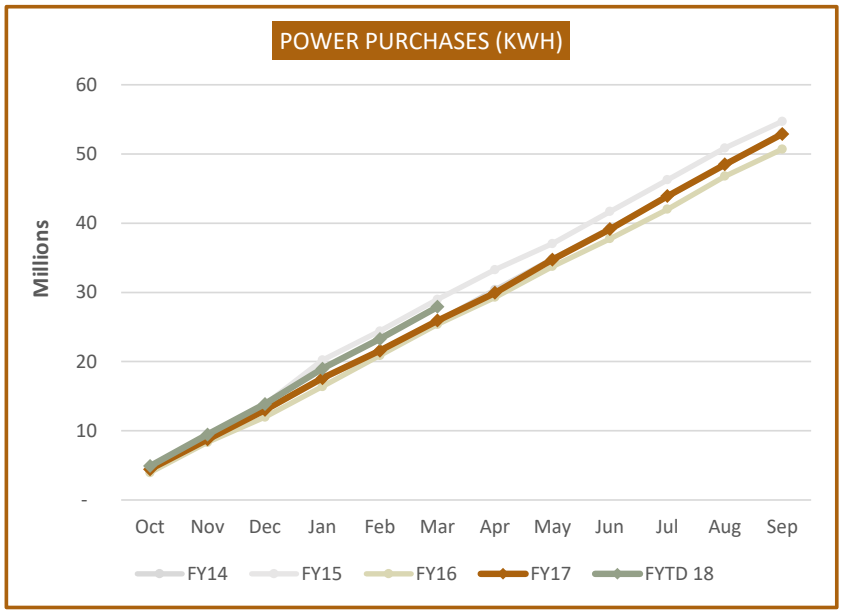


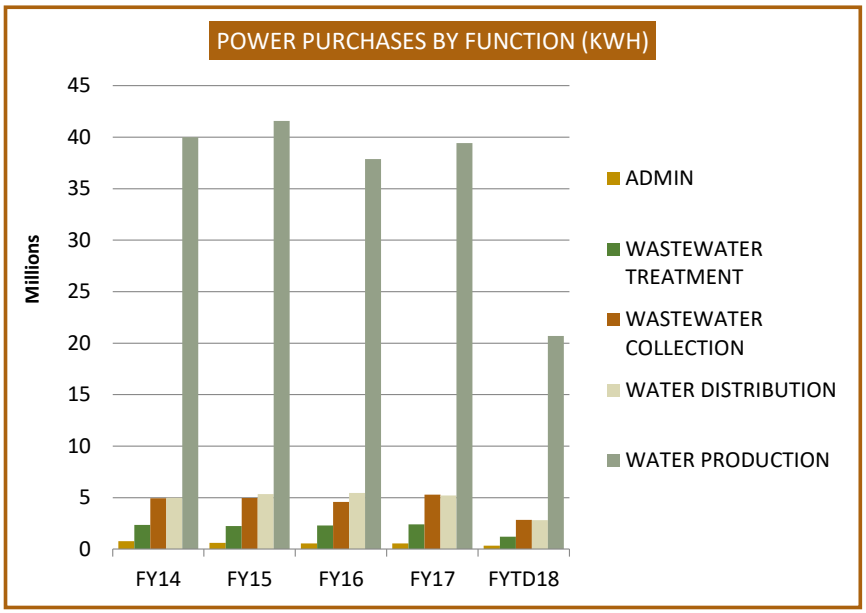


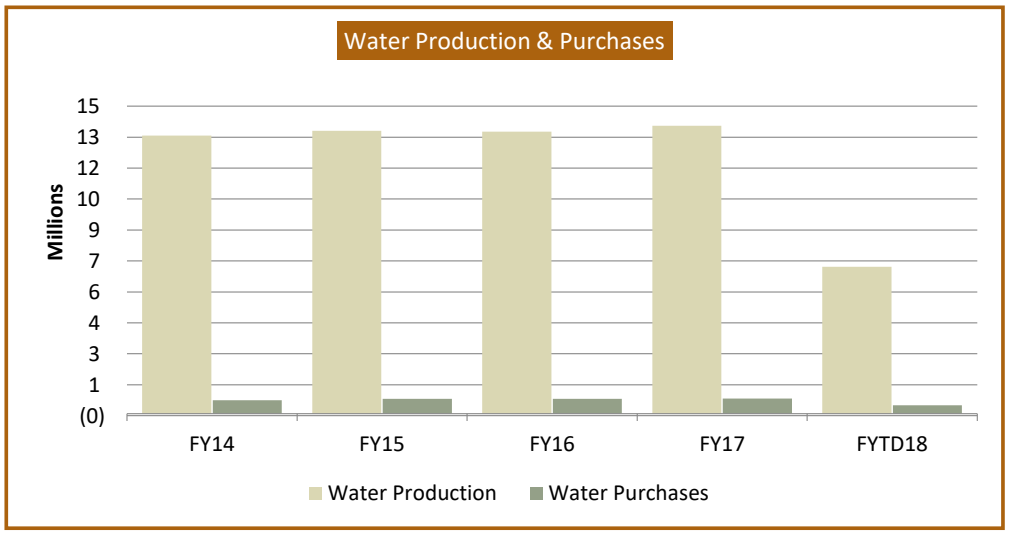
Top Ten Largest Water and Wastewater Customers – March 2018

Water			Wastewater		
Customer Name	FYTD18 Revenues	% of Total	Customer Name	FYTD18 Revenues	% of Total
1) MDI GUAM CORPORATION/LEOPALACE	$673,102	1.97%	1) AIR FORCE DOD	$1,838,771	9.28%
2) PACIFIC ISLANDS CLUB	572,714	1.68%	2) NAVY DOD	1,234,250	6.23%
3) HOTELS OF THE MARIANAS INC	494,531	1.45%	3) HOTELS OF THE MARIANAS INC	528,826	2.67%
4) HYATT	455,448	1.33%	4) HYATT	487,598	2.46%
5) HOTEL NIKKO GUAM	443,061	1.30%	5) HOTEL NIKKO GUAM	473,539	2.39%
6) GUAM REEF HOTEL INC	412,701	1.21%	6) GUAM REEF HOTEL INC	441,680	2.23%
7) SHERATON LAGUNA GUAM RESORT	393,433	1.15%	7) SHERATON LAGUNA GUAM RESORT	420,983	2.12%
8) MDI GUAM CORPORATION/WESTIN	320,996	0.94%	8) MDI GUAM CORPORATION/WESTIN	343,173	1.73%
9) OUTRIGGER GUAM RESORT	314,965	0.92%	9) OUTRIGGER GUAM RESORT	337,449	1.70%
10) TANOTA DEVELOPMENT LLC	304,080	0.89%	10) TANOTA DEVELOPMENT LLC	326,284	1.65%
Total	**$4,385,031**	**12.83%**	**Total**	**$6,432,553**	**32.47%**

Power, Water Purchases and Water Production

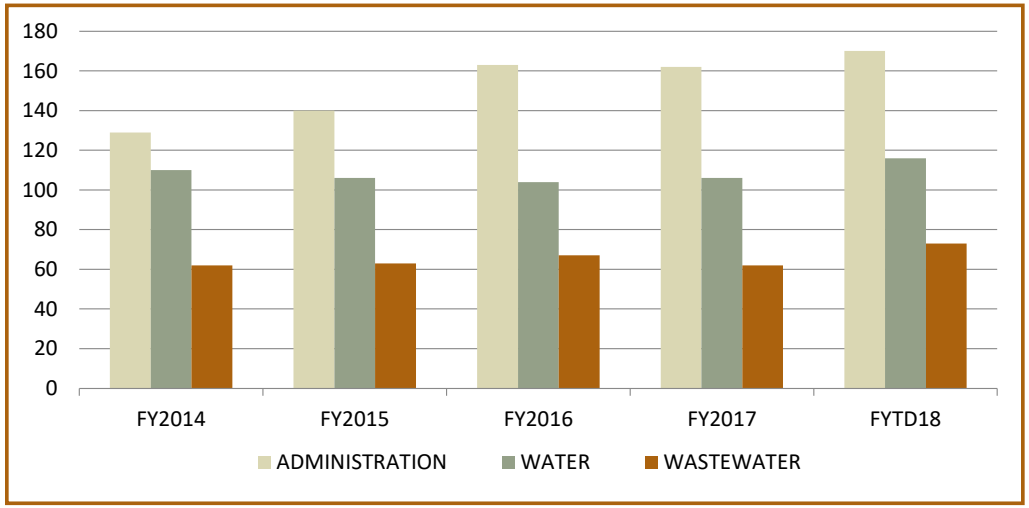




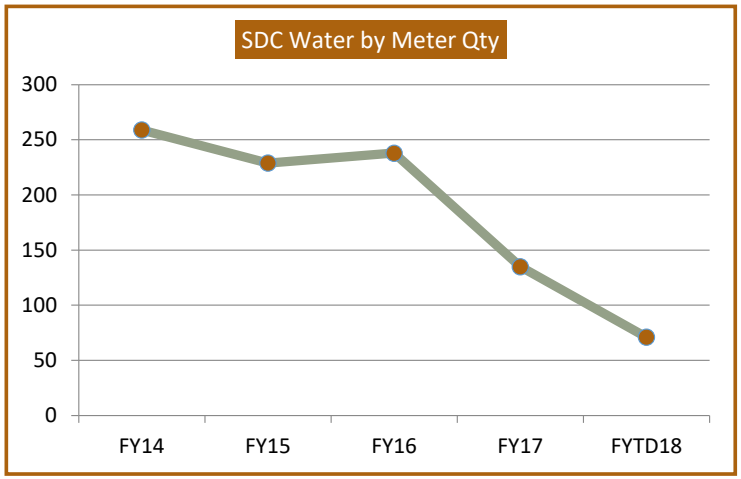


FTE by Major Division

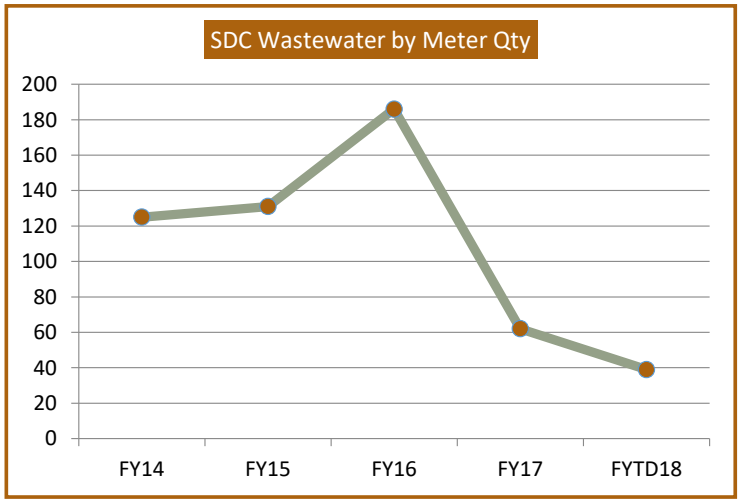
DIVISION	FY2014	FY2015	FY2016	FY2017	FYTD18
ADMINISTRATION	129	140	163	162	170
WATER	110	106	104	106	116
WASTEWATER	62	63	67	62	73
TOTAL NUMBER OF STAFF	301	309	334	330	359
Gross Salaries & Wages ($000)	15,532	15,805	16,442	17,210	8,896
Water Customers	41,702	41,274	41,858	42,181	42,494
Staff to Customers Ratio	0.72%	0.75%	0.80%	0.78%	0.84%



SDC Water & Wastewater (Meter Quantity)



Actual Meter Sizes (Inches)	FY 2014	FY 2015	FY 2016	FY 2017	FYTD18
5/8 x 3/4	248	220	239	129	63
1	5	5	7	2	1
1 1/2	1	1	1	1	3
2	3	2	4	2	3
3	1	-	1	-	-
4	-	1	-	-	1
6	-	-	-	1	-
8	1	-	-	-	-
10	-	-	-	-	-
Total SDC by Water	259	229	252	135	71



Actual Meter Sizes (Inches)	FY 2014	FY 2015	FY 2016	FY 2017	FYTD18
5/8 x 3/4	115	124	179	58	31
1	4	3	2	-	1
1 1/2	1	1	1	1	3
2	3	2	3	2	3
3	1	-	1	-	-
4	-	1	-	-	-
6	-	-	-	1	1
8	1	-	-	-	-
10	-	-	-	-	-
Total SDC by Wastewater	125	131	186	62	39

GUAM WATERWORKS AUTHORITY
MARCH 31, 2018
FINANCIAL AND RELATED REPORTS
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GUAM WATERWORKS AUTHORITY
Balance Sheet
March 31, 2018

SCHEDULE A

ASSETS	Unaudited March 31, 2018	Unaudited September 30, 2017	Increase (Decrease)
Current Assets:			
Cash:			
Unrestricted (Schedule G)	3,532,281	4,873,275	(1,340,994)
Restricted Funds (Schedule G)	69,847,981	65,124,400	4,723,580
Accounts Receivable Trade, Net of Allowance for Doubtful Receivables of $12,961,650 at Mar 31, 2018 and $12,619,034 at Sep 30, 2017	15,521,507	15,450,733	70,773
Other Receivable	2,546,374	8,433,446	(5,887,071)
Materials & Supplies Inventory, Net of Allowance for Obsolescence of $457,370 at Mar 31, 2018 and Sep 30, 2017	2,140,862	2,166,557	(25,695)
Total Current Assets	93,589,005	96,048,411	(2,459,406)
Property, Plant and Equipment			
Utility plant in service:			
Water system	327,940,050	327,484,191	455,858
Wastewater system	286,534,706	286,394,940	139,767
Non-utility property	18,945,633	18,938,255	7,378
Total property	633,420,389	632,817,387	603,003
Less Accumulated Depreciation	(295,212,630)	(286,043,580)	(9,169,050)
Land	1,163,298	1,110,998	52,300
Construction Work in Progress	152,253,920	111,695,887	40,558,033
Property, Plant and Equipment, net	491,624,977	459,580,691	32,044,286
Other noncurrent assets			
Restricted cash (Schedule G)	203,839,411	236,550,002	(32,710,591)
Investments (Schedule G)	45,441,883	41,042,038	4,399,844
Other Prepaid Expenses	375,173	551,128	(175,955)
Total other noncurrent assets	249,656,467	278,143,169	(28,486,702)
TOTAL ASSETS	834,870,449	833,772,271	1,098,178
Deferred outflows of resources:			
Debt defeasance due to bond refunding	8,060,648	1,695,981	6,364,667
Deferred outflows from pension	3,126,183	3,414,242	(288,060)
Total Assets and Deferred Outflows of Resources	**846,057,279**	**838,882,494**	**7,174,785**
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	4,234,374	5,390,256	(1,155,881)
Interest Payable	6,541,593	6,656,499	(114,906)
Accrued Payroll and Employee Benefits	2,295,757	2,604,471	(308,714)
Accrued Annual Leave	1,729,291	1,729,291	-
Current portion of employee annual leave	567,057	567,057	-
Contractors' Payable	7,956,409	13,950,287	(5,993,878)
Customer and Other Deposits	2,069,700	2,087,207	(17,507)
Total Current Liabilities	31,653,170	40,899,057	(9,245,887)
Long Term Debt, less current maturities			
Series 2010 Revenue Bond	-	112,870,000	(112,870,000)
Series 2013 Revenue Bond	172,630,000	172,630,000	-
Series 2014 Refunding	72,610,000	72,610,000	-
Series 2016 Revenue Bond	143,310,000	143,310,000	-
Series 2017 Refunding Bond	107,660,000	-	107,660,000
Unamortized Discount - Bond 2010	-	(1,867,525)	1,867,525
Unamortized Discount - Bond 2013	(1,313,201)	(1,338,751)	25,550
Unamortized Premium - Bond 2014	4,671,387	4,804,694	(133,307)
Unamortized Premium - Bond 2016	16,959,228	17,262,975	(303,747)
Unamortized Premium - Bond 2017	12,517,954	-	12,517,954
Notes Payable	4,229,815	5,697,499	(1,467,684)
Unfunded Ret Liability (GASB 67/68)	38,195,938	38,195,938	-
Employee Annual Leave, Less Current Portion	783,992	783,992	-
TOTAL LIABILITIES	603,908,282	605,857,879	(1,949,597)
Net Assets	**242,148,998**	**233,024,615**	**9,124,383**
Total Liabilities and Net Assets	**846,057,279**	**838,882,494**	**7,174,785**

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings (Unaudited) **SCHEDULE B**
Comparative Budget vs. Actual for the period ending March 31, 2018

	Month to Date Budget March-18	Month to Date Actual (Unaudited) March-18	Variance Favorable / (Unfavorable)
OPERATING REVENUES			
Water Revenues	5,743,160	5,351,350	(391,810)
Wastewater Revenues	3,228,257	3,118,362	(109,895)
Legislative Surcharge	291,896	278,288	(13,608)
Other Revenues	57,638	42,056	(15,582)
System Development Charge	46,136	101,825	55,689
Total Operating Revenues	9,367,087	8,891,880	(475,207)
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	721,113	737,916	(16,802)
Power Purchases	1,057,997	1,275,115	(217,118)
Total Utility Costs	1,779,110	2,013,030	(233,920)
Salaries and Wages	1,625,056	1,653,002	(27,946)
Pension and Benefits	584,558	529,011	55,547
Total Salaries and Benefits	2,209,614	2,182,014	27,601
Capitalized Labor and Benefits	(208,333)	-	(208,333)
Net Salaries and Benefits	2,001,281	2,182,014	(180,733)
Administrative and General Expenses			
Sludge removal	174,514	105,997	68,517
Chemicals	229,997	114,592	115,404
Materials & Supplies	237,400	146,914	90,486
Transportation	61,370	52,744	8,626
Communications	16,182	9,522	6,660
Claims	17,600	23,719	(6,119)
Insurance	97,757	75,480	22,277
Training & Travel	21,814	14,181	7,633
Advertising	13,910	19,950	(6,040)
Miscellaneous	115,515	60,506	55,009
Regulatory Expense	29,086	19,828	9,259
Bad Debts Provision	57,103	58,334	(1,231)
Total Administrative and General Expense	1,072,248	701,767	370,481
Depreciation Expense	1,528,175	1,528,175	(0)
Contractual Expense			
Audit & Computer Maint.	78,630	61,912	16,718
Building rental	37,955	37,028	927
Equipment rental	57,375	57,106	269
Legal	4,167	600	3,567
Laboratory	64,752	1,999	62,753
Other	130,363	93,461	36,902
Total Contractual Expense	373,241	252,105	121,136
Retiree Supp. Annuities and health care costs	240,008	236,940	3,068
Contribution to Government of Guam	49,500	49,833	(333)
Total Retiree Benefits	289,508	286,774	2,735
Total Operating Expenses	7,043,563	6,963,865	79,699
Earnings (Loss) from Operations	2,323,524	1,928,016	395,508
Interest Income-2013/14/16/17 Series Bond	15,727	196,587	180,860
Interest Income-Other Funds	2,935	32,637	29,702
Interest Income-SDC	2,414	1,772	(642)
Interest Expense- 2013/14/16/17 Series Bond	(2,625,587)	(2,224,260)	401,327
Interest Expense- ST BOG	(33,288)	(35,806)	(2,518)
Federal Expenditures	(51,332)	(60,070)	(8,738)
Loss on Asset Disposal	-	-	-
AFUDC	625,000	625,000	-
Amortization of Discount, Premium and Issuance Costs	(61,861)	(77,542)	(15,681)
Loss on Defeasance Bond05 Refunding	(15,218)	(12,444)	2,775
Deferred outflows from pension	(105,281)	(48,010)	57,271
Prior Year Adjustment	-	-	-
Total non-operating revenues (expenses)	(2,246,492)	(1,602,136)	644,356
Net Income (Loss) before capital contributions	77,032	325,880	248,848
Capital Contributions			
Grants from US Government	873,108	1,152,604	279,496
Grants from GovGuam & Others	-	-	-
Other Contributions	-	-	-
Total Capital Contributions	873,108	1,152,604	279,496
Change in Net Assets	950,140	1,478,485	528,344
Debt Service Calculation			
Earnings From Operations	2,323,524	1,928,016	
System Development Charge	(46,136)	(101,825)	
Retiree COLA	49,500	49,833	
Interest/Investment Income	2,935	32,637	
Depreciation	1,528,175	1,528,175	
Balance Available for Debt Service per Section 6.12	3,857,998	3,436,836	
Working Capital Reserve Available for Debt Service	935,321	935,321	
Transfer to Working Capital- Debt Service Reserve	(150,000)	-	
Transfer to Working Capital- O&M Reserve	(266,667)	-	
Balance Available for Debt Service inclusive of reserves	4,376,652	4,372,157	
Debt Service			
Principal	433,333	433,333	
Interest	2,063,402	2,063,402	
Total	2,496,736	2,496,736	
Debt Service Coverage (1.25X)- per Section 6.12 (Indenture)	1.55	1.38	
Debt Service Coverage (1.75X) inclusive of reserves (PUC)	1.75	1.75	

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings (Unaudited) **SCHEDULE C**
Comparative for the period ending March 31, 2018 and 2017

	Month to Date Actual (Unaudited) March-18	Month to Date Actual (Unaudited) March-17	Variance Favorable / (Unfavorable)
OPERATING REVENUES			
Water Revenues	5,351,350	5,331,404	19,946
Wastewater Revenues	3,118,362	3,099,528	18,834
Legislative Surcharge	278,288	267,269	11,019
Other Revenues	42,056	36,293	5,763
System Development Charge	101,825	72,662	29,162
Total Operating Revenues	8,891,880	8,807,155	84,725
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	737,916	609,094	(128,822)
Power Purchases	1,275,115	1,006,355	(268,760)
Total Utility Costs	2,013,030	1,615,449	(397,581)
Salaries and Wages	1,653,002	1,413,608	(239,394)
Pension and Benefits	529,011	477,546	(51,466)
Total Salaries and Benefits	2,182,014	1,891,154	(290,859)
Capitalized Labor and Benefits	-	(262,516)	(262,516)
Net Salaries and Benefits	2,182,014	1,628,638	(553,375)
Administrative and General Expenses			
Sludge removal	105,997	140,487	34,490
Chemicals	114,592	174,001	59,409
Materials & Supplies	146,914	128,788	(18,126)
Transportation	52,744	53,744	1,000
Communications	9,522	10,884	1,362
Claims	23,719	22,151	(1,568)
Insurance	75,480	90,603	15,123
Training & Travel	14,181	23,055	8,873
Advertising	19,950	8,988	(10,962)
Miscellaneous	60,506	71,997	11,490
Regulatory Expense	19,828	24,134	4,307
Bad Debts Provision	58,334	109,700	51,366
Total Administrative and General Expense	701,767	858,530	156,763
Depreciation Expense	1,528,175	1,402,038	(126,137)
Contractual Expense			
Audit & Computer Maint.	61,912	76,901	14,989
Building rental	37,028	36,557	(471)
Equipment rental	57,106	59,374	2,268
Legal	600	414	(186)
Laboratory	1,999	10,627	8,628
Other	93,461	156,747	63,286
Total Contractual Expense	252,105	340,619	88,514
Retiree Supp. Annuities and health care costs	236,940	231,895	(5,045)
Contribution to Government of Guam	49,833	49,500	(333)
Total Retiree Benefits	286,774	281,395	(5,378)
Total Operating Expenses	6,963,865	6,126,670	(837,194)
Earnings (Loss) from Operations	1,928,016	2,680,485	(752,469)
Interest Income-2013/14/16/17 Series Bond	196,587	65,354	131,233
Interest Income-Other Funds	32,637	10,032	22,605
Interest Income-SDC	1,772	1,060	713
Interest Expense- 2013/14/16/17 Series Bond	(2,224,260)	(2,220,744)	(3,516)
Interest Expense- ST BOG	(35,806)	(43,736)	7,930
Federal Expenditures	(60,070)	(42,501)	(17,569)
Loss on Asset Disposal	-	(81,105)	81,105
AFUDC	625,000	1,172,241	(547,241)
Amortization of Discount, Premium and Issuance Costs	(77,542)	61,861	(139,403)
Loss on Defeasance Bond05 Refunding	(12,444)	(15,218)	2,775
Deferred outflows from pension	(48,010)	(104,481)	56,471
Prior Year Adjustment	-	(26,756)	26,756
Total non-operating revenues (expenses)	(1,602,136)	(1,223,993)	(378,142)
Net Income (Loss) before capital contributions	325,880	1,456,492	(1,130,611)
Capital Contributions			
Grants from US Government	1,152,604	1,815,921	(663,317)
Grants from GovGuam & Others	-	1,664	(1,664)
Other Contributions	-	-	-
Total Capital Contributions	1,152,604	1,817,586	(664,981)
Change in Net Assets	1,478,485	3,274,078	(1,795,593)
Debt Service Calculation			
Earnings From Operations	1,928,016	2,680,485	
System Development Charge	(101,825)	(72,662)	
Retiree COLA	49,833	49,500	
Interest/Investment Income	32,637	10,032	
Depreciation	1,528,175	1,402,038	
Balance Available for Debt Service per Section 6.12	3,436,836	4,069,392	
Working Capital Reserve Available for Debt Service	935,321	932,134	
Transfer to Working Capital- Debt Service Reserve	-	-	
Transfer to Working Capital- O&M Reserve	-	-	
Balance Available for Debt Service inclusive of reserves	4,372,157	5,001,527	
Debt Service			
Principal	433,333	420,000	
Interest	2,063,402	1,626,858	
Total	2,496,736	2,046,858	
Debt Service Coverage (1.25X)- per Section 6.12 (Indenture)	1.38	1.99	
Debt Service Coverage (1.75X) inclusive of reserves (PUC)	1.75	2.44	

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings (Unaudited) **SCHEDULE D**
Comparative Budget vs. Actual for the period ending March 31, 2018

	Year to Date			Variance
	Budget March-18	Encumbered March-18	Actual (Unaudited) March-18	Favorable / (Unfavorable)
OPERATING REVENUES				
Water Revenues	34,458,960		32,913,919	(1,545,042)
Wastewater Revenues	19,369,544		19,258,143	(111,401)
Legislative Surcharge	1,751,376		1,697,671	(53,705)
Other Revenues	345,828		205,242	(140,586)
System Development Charge	276,815		655,080	378,266
Total Operating Revenues	56,202,523		54,730,055	(1,472,468)
OPERATING AND MAINTENANCE EXPENSES				
Water Purchases	4,326,679		4,514,543	(187,865)
Power Purchases	6,347,981		7,116,770	(768,788)
Total Utility Costs	10,674,660		11,631,313	(956,653)
Salaries and Wages	9,750,336		8,896,287	854,049
Pension and Benefits	3,507,350		2,927,571	579,779
Total Salaries and Benefits	13,257,685		11,823,858	1,433,827
Capitalized Labor and Benefits	(1,250,000)		-	(1,250,000)
Net Salaries and Benefits	12,007,685		11,823,858	183,827
Administrative and General Expenses				
Sludge removal	1,047,084		620,314	426,769
Chemicals	1,229,981		1,169,476	60,505
Materials & Supplies	1,667,399	207,509	1,288,814	171,076
Transportation	314,223	74,404	231,886	7,933
Communications	97,091	6,517	90,325	249
Claims	66,600	9,000	32,209	25,391
Insurance	628,539		454,581	173,958
Training & Travel	130,885	33,170	49,599	48,116
Advertising	83,460	35,103	47,293	1,064
Miscellaneous	693,093	73,973	505,791	113,329
Regulatory Expense	132,518		114,266	18,252
Bad Debts Provision	342,616		650,000	(307,385)
Total Administrative and General Expense	6,433,489	439,676	5,254,555	739,257
Depreciation Expense	9,169,048		9,169,050	(2)
Contractual Expense				
Audit & Computer Maint.	486,782	142,082	343,948	752
Building rental	227,730		222,165	5,565
Equipment rental	344,248		468,545	(124,297)
Legal	25,000		3,000	22,000
Laboratory	373,510	181,312	191,923	275
Other	782,179	-	999,014	(216,836)
Total Contractual Expense	2,239,447	323,394	2,228,595	(312,542)
Retiree Supp. Annuities and health care costs	1,440,050		1,423,935	16,115
Contribution to Government of Guam	297,000		299,000	(2,000)
Total Retiree Benefits	1,737,050	-	1,722,935	14,115
Total Operating Expenses	42,261,380	763,071	41,830,306	(331,997)
Earnings (Loss) from Operations	13,941,144	(763,071)	12,899,750	(1,804,465)
Interest Income-2013/14/16/17 Series Bond	94,360		1,064,453	970,094
Interest Income-Other Funds	17,608		169,036	151,427
Interest Income-SDC	14,486		22,381	7,896
Interest Expense- 2013/14/16/17 Series Bond	(15,753,523)		(13,174,667)	2,578,857
Interest Expense- ST BOG	(199,729)		(218,891)	(19,162)
Federal Expenditures	(307,993)		(260,186)	47,807
Loss on Asset Disposal	-		-	-
AFUDC	3,750,000		3,750,000	-
Amortization of Discount, Premium and Issuance Costs	(371,165)		(47,044)	324,121
Loss on Defeasance Bond05 Refunding	(91,310)		(74,661)	16,649
Deferred outflows from pension	(631,684)		(288,060)	343,624
Prior Year Adjustment	-		9,284	9,284
Total non-operating revenues (expenses)	(13,478,951)	-	(9,048,355)	4,430,596
Net Income (Loss) before capital contributions	462,193	(763,071)	3,851,395	2,626,132
Capital Contributions				
Grants from US Government	5,238,649		5,135,255	(103,394)
Grants from GovGuam & Others	-		137,733	137,733
Other Contributions	-		-	-
Total Capital Contributions	5,238,649	-	5,272,988	34,338
Change in Net Assets	5,700,842	(763,071)	9,124,383	2,660,470
Debt Service Calculation				
Earnings From Operations	13,941,144		12,899,750	
System Development Charge	(276,815)		(655,080)	
Retiree COLA	297,000		299,000	
Interest/Investment Income	17,608		169,036	
Depreciation	9,169,048		9,169,050	
Balance Available for Debt Service per Section 6.12	23,147,985		21,881,755	
Working Capital Reserve Available for Debt Service	5,611,926		5,592,805	
Transfer to Working Capital- Debt Service Reserve	(900,000)		-	
Transfer to Working Capital- O&M Reserve	(1,600,000)		-	
Balance Available for Debt Service inclusive of reserves	26,259,912		27,474,560	
Debt Service				
Principal	2,600,000		2,600,000	
Interest	12,380,413		12,380,413	
Total	14,980,413		14,980,413	
Debt Service Coverage (1.25X)- per Section 6.12 (Indenture)	1.55		1.46	
Debt Service Coverage (1.75X) inclusive of reserves (PUC)	1.75		1.83	

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings (Unaudited)
Comparative for the period ending March 31, 2018 and 2017

SCHEDULE E

	Year to Date ACTUAL (Unaudited) March-18	Year to Date ACTUAL (Unaudited) March-17	Variance Favorable / (Unfavorable)
OPERATING REVENUES			
Water Revenues	32,913,919	31,988,421	925,497
Wastewater Revenues	19,258,143	18,597,166	660,977
Legislative Surcharge	1,697,671	1,603,613	94,058
Other Revenues	205,242	217,757	(12,515)
System Development Charge	655,080	435,973	219,107
Total Operating Revenues	54,730,055	52,842,931	1,887,125
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	4,514,543	3,654,562	(859,981)
Power Purchases	7,116,770	6,038,131	(1,078,638)
Total Utility Costs	11,631,313	9,692,694	(1,938,619)
Salaries and Wages	8,896,287	8,481,651	(414,636)
Pension and Benefits	2,927,571	2,865,274	(62,297)
Total Salaries and Benefits	11,823,858	11,346,925	(476,933)
Capitalized Labor and Benefits	-	(1,575,095)	(1,575,095)
Net Salaries and Benefits	11,823,858	9,771,831	(2,052,027)
Administrative and General Expenses			
Sludge removal	620,314	842,921	222,606
Chemicals	1,169,476	1,044,007	(125,470)
Materials & Supplies	1,288,814	772,726	(516,088)
Transportation	231,886	322,466	90,581
Communications	90,325	65,303	(25,022)
Claims	32,209	132,906	100,697
Insurance	454,581	543,616	89,035
Training & Travel	49,599	138,327	88,728
Advertising	47,293	53,927	6,633
Miscellaneous	505,791	431,979	(73,811)
Regulatory Expense	114,266	144,807	30,541
Bad Debts Provision	650,000	658,198	8,198
Total Administrative and General Expense	5,254,555	5,151,183	(103,372)
Depreciation Expense	9,169,050	8,412,227	(756,823)
Contractual Expense			
Audit & Computer Maint.	343,948	461,406	117,458
Building rental	222,165	219,339	(2,826)
Equipment rental	468,545	356,243	(112,301)
Legal	3,000	2,484	(516)
Laboratory	191,923	63,759	(128,164)
Other	999,014	940,483	(58,531)
Total Contractual Expense	2,228,595	2,043,714	(184,881)
Retiree Supp. Annuities and health care costs	1,423,935	1,391,372	(32,562)
Contribution to Government of Guam	299,000	297,000	(2,000)
Total Retiree Benefits	1,722,935	1,688,372	(34,562)
Total Operating Expenses	41,830,306	36,760,021	(5,070,284)
Earnings (Loss) from Operations	12,899,750	16,082,909	(3,183,159)
Interest Income-2013/14/16/17 Series Bond	1,064,453	392,126	672,327
Interest Income-Other Funds	169,036	60,191	108,845
Interest Income-SDC	22,381	6,359	16,023
Interest Expense- 2013/14/16/17 Series Bond	(13,174,667)	(13,324,463)	149,796
Interest Expense- ST BOG	(218,891)	(262,418)	43,526
Federal Expenditures	(260,186)	(255,009)	(5,178)
Loss on Asset Disposal	-	(486,627)	486,627
AFUDC	3,750,000	7,033,446	(3,283,446)
Amortization of Discount, Premium and Issuance Costs	(47,044)	371,164	(418,208)
Loss on Defeasance Bond05 Refunding	(74,661)	(91,310)	16,649
Deferred outflows from pension	(288,060)	(626,884)	338,824
Prior Year Adjustment	9,284	(160,534)	169,818
Total non-operating revenues (expenses)	(9,048,355)	(7,343,959)	(1,704,396)
Net Income (Loss) before capital contributions	3,851,395	8,738,950	(4,887,555)
Capital Contributions			
Grants from US Government	5,135,255	10,895,529	(5,760,274)
Grants from GovGuam & Others	137,733	9,986	127,746
Other Contributions	-	-	-
Total Capital Contributions	5,272,988	10,905,515	(5,632,528)
Change in Net Assets	9,124,383	19,644,466	(10,520,083)
Debt Service Calculation			
Earnings From Operations	12,899,750	16,082,909	
System Development Charge	(655,080)	(435,973)	
Retiree COLA	299,000	297,000	
Interest/Investment Income	169,036	60,191	
Depreciation	9,169,050	8,412,227	
Balance Available for Debt Service per Section 6.12	21,881,755	24,416,355	
Working Capital Reserve Available for Debt Service	5,592,805	5,592,805	
Transfer to Working Capital- Debt Service Reserve	-	-	
Transfer to Working Capital- O&M Reserve	-	-	
Balance Available for Debt Service inclusive of reserves	27,474,560	30,009,160	
Debt Service			
Principal	2,600,000	2,520,000	
Interest	12,380,413	9,761,151	
Total	14,980,413	12,281,151	
Debt Service Coverage (1.25X)- per Section 6.12 (Indenture)	1.46	1.99	
Debt Service Coverage (1.75X) inclusive of reserves (PUC)	1.83	2.44	

SCHEDULE F

Bond Compliance

			($$$) Per Indenture	As of 3/31/18 ($$$) Bond 2013/2014/2016/2017
•	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 2013, 2014 Refunding, 2016 and 2017 Refunding)*	$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	*Balance remaining in the Revenue Fund after the foregoing deposits*	$3.9K	$5.6K

GUAM WATERWORKS AUTHORITY
Restricted and Unrestricted Cash Summary
FY 2018

SCHEDULE G

Description	Unaudited March 31, 2018	Unaudited September 30, 2017	Increase (Decrease)
UNRESTRICTED			
Change Fund	2,000	2,000	0
Petty Cash	5,000	5,000	0
BOG - General Fund	3,495,242	4,836,236	(1,340,994)
BOG - PRN Payroll	30,039	30,039	0
Sub-total Unrestricted	3,532,281	4,873,275	(1,340,994)
RESTRICTED			
BOG - On Line Payment	-	-	0
BOG - Sweep Account	-	-	0
Bank of Hawaii	127,213	133,931	(6,718)
ANZ Bank	-	(0)	0
First Hawaiian Bank	30,972	10,261	20,711
Bank Pacific	11,550	15,825	(4,276)
Community First FCU	5,191	3,448	1,743
BOG - Customer Refunds	1,847,650	1,831,426	16,224
Bank Pacific - Surcharge	395,053	278,142	116,911
Bank Pacific - Escrow Deposit	666,636	666,140	496
BOG Emergency Reserve Fund	6,125	6,122	4
BOG - Revenue Trust	698,048	201,614	496,434
BOG Revenue Trust Fund	8,812,897	7,782,227	1,030,670
BOG Capital Improvement Fund-Bond	5,598	5,598	0
BOG Capital Improvement Revenue Fund	2,223,146	-	2,223,146
BOG-O & M Reserve	13,569,935	13,516,540	53,395
BOG-Debt Service Reserve	11,262,149	11,217,733	44,415
BOG-CAPEX Reserve	15,522,420	15,462,869	59,551
BOG Sewer Hookup Revolving Fund	64,645	63,590	1,056
BOG Subord. Sec. Fund	859,233	859,233	0
BOG Operation and Maintenance Fund	3,083,482	3,083,482	0
	59,191,944	55,138,182	4,053,762
BOG - SDC Deposit	4,906,037	1,486,219	3,419,819
BOG - SDC CDs	5,750,000	8,500,000	(2,750,000)
Total Restricted	69,847,981	65,124,400	4,723,580
Reserve Funds			
BOG Series 05 OMRRRF Fund	17,423,213	17,423,213	0
BOG Series 13 Construction Fund	53,924,084	74,461,765	(20,537,682)
BOG Series 14 Refunding Construction Fund	736,669	771,281	(34,612)
BOG Series 16 Construction Fund	123,114,351	132,811,449	(9,697,098)
BOG Series 16 Cap Int Fund	-	1,782,982	(1,782,982)
BOG Series 17 Refunding Construction Fund	8,593,596	9,299,311	(705,716)
BOG Series 17 Refunding COI Fund	47,499	-	47,499
Total Restricted - Held by Trustee	203,839,411	236,550,002	(32,710,591)
USB Series 2013 Debt Service Fund	2,344,613	2,336,754	7,859
USB Series 2013 Debt Service Reserve Fund	12,031,688	12,031,688	0
USB Series 2014 Refunding Debt Service Fu	3,542,300	1,796,559	1,745,742
USB Series 2014 Refunding Debt Service Re	7,760,536	7,707,602	52,934
USB Series 2016 Debt Service Fund	1,793,435	130	1,793,305
USB Series 2016 Debt Service Reserve Fund	7,594,587	7,582,725	11,862
USB Series 2010 Debt Service Fund	1,379,476	2,020,121	(640,645)
USB Series 2017 Refunding Debt Service Re	7,566,460	7,566,460	0
USB Series 2017 Debt Service Fund	1,428,787	-	1,428,787
Total Investments	45,441,883	41,042,038	4,399,844
Total Restricted and Unrestricted Cash	322,661,556	347,589,716	(24,928,160)

SCHEDULE H

Guam Waterworks Authority **Statement of Cash Flows (Unaudited)** **FY 2018**	**YTD** **Mar-18**
Increase (decrease) in cash	
Cash flows from operating activities:	
Cash received from trade and others	54,337,490
Cash payments to suppliers/contractors for goods and services	(19,526,968)
Cash payments to employees for services	(13,075,902)
Net cash provided by operating activities	21,734,620
Cash flows from capital and related financing activities:	
Contributed capital received (grants)	10,875,442
Acquisition of utility plant	(43,457,213)
Repayment of Long Term Debt	7,108,975
Interest expense	(15,376,629)
Net cash provided by (used in) capital and related financing activities	(40,849,426)
Cash flows from investing activities:	
Transfers from (to) restricted fund	16,517,943
Interest income received	1,255,870
Net cash provided by investing activities	17,773,813
Net increase (decrease) in cash	(1,340,994)
Unrestricted cash at beginning of the period	4,873,275
Unrestricted cash at end of period	3,532,281
Reconciliation of operating loss to net cash provided by operating activities:	
Operating Income (loss)	13,391,355
Adjustments to reconcile to net cash provided by operating activities:	
Depreciation expense	9,169,050
Other Expense/income	829,726
(Increase) decrease in assets:	
Accounts receivable	(375,058)
Materials and supplies inventory	25,695
Other Assets	175,955
Increase (decrease) in liabilities:	
Accounts payable, Contractors, Retention & Escrow Deposit	(1,155,881)
Accrued payroll	(308,714)
Customer deposits	(17,507)
Net cash provided by operating activities	21,734,620

Guam Waterworks Authority
Accounts Receivable - Government
As of March 31, 2018

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 International Airport Authority	4	39,519	52,685	45,217	10,169	132,845	280,436
Guam Power Authority	14	16,007	482	370	370	157,779	175,008
Guam Memorial Hospital Authority	2	37,148	41,583	35,525	-	-	114,256
Port Authority of Guam	3	56,626	48,265	-	-	-	104,891
Guam Community College	3	12,618	11,500	8,994	9,274	-	42,385
University of Guam	2	11,778	-	-	-	-	11,778
Guam Housing & Urban Renewal Authority	7	1,185	-	-	-	92	1,277
Guam Housing Corporation	1	31	-	-	-	-	31
Autonomous Agencies	**36**	**174,911**	**154,516**	**90,106**	**19,814**	**290,716**	**730,062**
Department of Education	51	188,335	204,781	18,685	10,139	123,314	545,254
Department of Parks & Recreation	16	46,550	239,934	27,309	25,816	204,251	543,860
Department of Corrections	8	114,685	48,768	50,835	-	-	214,287
Department of Public Health & Social Services	5	3,480	1,499	219	382	103,711	109,291
Mayors' Council of Guam	48	15,749	124	-	-	-	15,873
Department of Mental Health and Subtance	3	7,642	1,088	7,134	-	-	15,863
Department of Youth Affairs	4	3,069	3,944	-	-	-	7,012
Department of Public Works	10	5,893	-	-	-	-	5,893
Guam Fire Department	8	5,600	-	-	-	-	5,600
Sanctuary Inc	1	2,569	-	-	-	-	2,569
Department of Military Affairs/GUARNG	1	2,560	-	-	-	-	2,560
Department of Administration	2	415	945	163	161	542	2,226
Department of Agriculture	3	2,042	-	-	-	-	2,042
Guam Police Department	2	1,092	-	-	-	-	1,092
Division of Senior Citizens, DPH&SS	2	355	152	145	53	-	706
Guam Public Library	4	157	-	-	-	-	157
Guam Veterans Affairs office	2	89	-	-	-	-	89
The Office of the Dededo Mayor	1	53	-	-	-	-	53
Merizo Mayor	1	26	-	-	-	-	26
Guam Solid Waste Authority	1	24	-	-	-	-	24
Line Agencies	**173**	**400,384**	**501,234**	**104,490**	**36,552**	**431,819**	**1,474,479**
TOTAL March 31, 2018	**209**	**575,295**	**655,750**	**194,596**	**56,366**	**722,534**	**2,204,541**
TOTAL September 30, 2017	**253**	**715,578**	**442,522**	**169,120**	**72,476**	**396,347**	**1,796,043**
% INCREASE/ (DECREASE)	**-17%**	**-20%**	**48%**	**15%**	**-22%**	**82%**	**23%**

GUAM WATERWORKS AUTHORITY
2013 Series Bond Project Status
As of March 31, 2018

SCHEDULE J

PROJECT NAME	ORIGINAL APPROVED PROJECT COST	Adjusted Project Cost	EXPENDITURES AS OF 03/31/18	OUTSTANDING ENCUMBRANCES	TOTAL EXPENDITURES AND ENCUMBRANCES	UNOBLIGATED PROJECT COST	Construction fund balance AS OF 03/31/18
Santa Rita Springs Booster Pump Rehab Phase II	$ 100,000	$ 100,000	77,400	22,600	$ 100,000	$ -	$ 22,600
"A" Series Well Transmission Line	$ 400,000	$ 400,000	332,861	36,985	$ 369,846	$ 30,154	$ 67,139
Water Booster Pump Station	$ 6,000,000	$ 1,861,000	1,656,428	23,536	$ 1,679,964	$ 181,036	$ 204,572
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	603,390	20,610	$ 624,000	$ -	$ 20,610
Implement Ground Water Rule	$ 1,000,000	$ 1,000,000	1,000,000	-	$ 1,000,000	$ -	$ -
Deep Well Rehabilitation	$ 800,000	$ 200,000	189,930	10,071	$ 200,000	$ (0)	$ 10,070
New Deep Wells at Down Hard	$ 2,000,000	$ 810,000			$ -	$ 810,000	$ 810,000
Master Meters	$ 4,000,000	$ 784,000	531,188	180,872	$ 712,060	$ 71,940	$ 252,812
Ugum Water Treatment Plant Intake	$ 1,000,000	$ 982,000	578,858	280,943	$ 859,801	$ 122,199	$ 403,142
Water Wells	$ 4,200,000	$ 4,200,000	2,284,474	745,555	$ 3,030,029	$ 1,169,971	$ 1,915,527
Water Distribution System	$ 12,000,000	$ 11,151,000	6,113,951	4,798,502	$ 10,912,453	$ 238,547	$ 5,037,049
Pressure Zone Realignment /	$ 1,000,000	$ 431,000	336,036	1,074	$ 337,110	$ 93,890	$ 94,964
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	10,765,657	3,112,344	$ 13,878,000	$ (0)	$ 3,112,343
Ugum Water Treatment Plant Reservoir	$ 7,000,000	$ 90,000			$ -	$ 90,000	$ 90,000
Agana Heights & Chaot Tanks	$ 4,500,000	$ 3,280,000	233,265	1,097,022	$ 1,330,287	$ 1,949,713	$ 3,046,735
Tank Major Repair Yigo#1 Mangilao#2 Agat#2	$ 13,500,000	$ 11,605,000	5,299,747	6,305,253	$ 11,605,000	$ 0	$ 6,305,253
Tank Major Repair Yigo#1 Mangilao#2 Agat#2	$ 8,000,000	$ -			$ -	$ -	$ -
Assessment of malojloj Elevetad & Yigo Elevated	$ 500,000	$ 485,117	461,813	23,304	$ 485,117	$ -	$ 23,304
Fire Hydrant Replacement Program	$ -	$ -			$ -	$ -	$ -
Wastewater System Planning	$ 800,000	$ 651,000	550,968	99,933	$ 650,900	$ 100	$ 100,032
Lift Station Upgrades	$ 5,000,000	$ 946,000	562,785	363	$ 563,149	$ 382,852	$ 383,215
Wastewater Collection System Repl/Rehab	$ 6,500,000	$ 780,000	555,848	104,465	$ 660,314	$ 119,687	$ 224,152
Baza Gardens STP Replacement		$ 3,114,883	969,594	2,145,275	$ 3,114,869	$ 15	$ 2,145,290
Facilities Plan/Design for Umatac-Merizo WWTP		$ 473,000	341,226	30,473	$ 371,699	$ 101,301	$ 131,774
Agat/Santa Rita STP Replacement	$ 19,000,000	$ 67,200,000	41,408,528	25,791,471	$ 67,200,000	$ 0	$ 25,791,472
Agana WWTP Interim Measures		$ 673,000	611,247	61,753	$ 673,000	$ (0)	$ 61,753
Umatac Merizo Replacement	$ 2,000,000	$ -			$ -	$ -	$ -
Wastewater Pump Station Electrical Upgrade	$ 620,000	$ 620,000	91,348	8,513	$ 99,861	$ 520,139	$ 528,652
Electrical Upgrade - Water Wells	$ 1,500,000	$ 1,500,000	1,480,769	19,230	$ 1,500,000	$ 0	$ 19,231
Electrical Upgrade - Water Booster	$ 325,000	$ 2,000			$ -	$ 2,000	$ 2,000
Electrical Upgrade -Water Booster	$ 350,000	$ 200,000	977	-	$ 977	$ 199,023	$ 199,023
Electrical Upgrade - Other Water	$ 250,000	$ 150,000	60,700	-	$ 60,700	$ 89,300	$ 89,300
SCADA Improvements – Phase 3	$ 1,850,000	$ 923,000	427,949	294,410	$ 722,359	$ 200,641	$ 495,051
SCADA Improvements – Phase 4	$ 500,000	$ -			$ -	$ -	$ -
Laboratory Modernization	$ 1,500,000	$ 1,173,000	1,163,037	8,428	$ 1,171,465	$ 1,535	$ 9,963
Land Survey	$ 2,000,000	$ 2,000	1,038	15	$ 1,053	$ 948	$ 963
General Plant Improvements / Water	$ 2,000,000	$ 2,600,000	1,265,043	1,176,695	$ 2,441,737	$ 158,263	$ 1,334,957
Allowance for COI							$ 275,005
Interest Earned							$ 547,225
Total Construction Fund (2013 Series Revenue Bond)	**$ 139,325,000**	**$ 139,325,000**	**$ 86,223,146**	**$ 46,559,848**	**$ 132,782,994**	**$ 6,542,006**	**$ 53,924,084**

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

GUAM WATERWORKS AUTHORITY
2014 Series Refunded Bond Project Status
As of March 31, 2018

SCHEDULE K

PROJECT NAME	ORIGINAL APPROVED PROJECT	ADJUSTED PROJECT COST	EXPENDITURES AS OF 03/31/18	OUTSTANDING ENCUMBRANCES	TOTAL EXPENDITURES AND ENCUMBRANCES	UNOBLIGATED PROJECT COST	20% PUC AS OF 03/31/18	Construction fund balance AS OF 03/31/18
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	3,818,088	$ 15,087	$ 3,833,175	$ (0)	$ 482,600	$ 15,087
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	1,249,227.16	$ 772	$ 1,250,000	$ 0	$ -	$ 773
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	576,134	$ 1,702	$ 577,836	$ 0	$ 160,000	$ 1,702
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	$ 731,063
Interest Earned	$ 6,781,612	$ (0)				$ (0)		$ 5,606
Total Project Cost Funding	**$ 89,711,698**	**$ 89,711,698**	**88,891,990**	**$ 758,873.38**	**$ 89,711,543**	**$ 1**	**$ 13,990,813**	**$ 736,669**

GUAM WATERWORKS AUTHORITY
2016 Series Bond Project Status
As of March 31, 2018

SCHEDULE L

PROJECT NAME	ORIGINAL APPROVED PROJECT COST	Adjusted Project Cost	EXPENDITURES AS OF 03/31/18	OUTSTANDING ENCUMBRANCES	TOTAL EXPENDITURES AND ENCUMBRANCES	UNOBLIGATED PROJECT COST	Construction fund balance AS OF 03/31/18
Water Booster Pump Station	$ 4,139,000	$ 4,139,000			$ -	$ 4,139,000	$ 4,139,000
Meter Replacement Program	$ 4,501,000	$ 4,501,000	8,638	141,362.32	$ 150,000	$ 4,351,000	$ 4,492,362
Barrigada Tank Repair/Replacement	$ 1,013,000	$ 1,013,000		-	$ -	$ 1,013,000	$ 1,013,000
Leak Detection	$ 1,180,000	$ 1,180,000		-	$ -	$ 1,180,000	$ 1,180,000
Potable Water System Planning	$ 2,276,000	$ 2,276,000	247,056	229,237.54	$ 476,294	$ 1,799,706	$ 2,028,944
Deep Well Rehabilitation	$ 250,000	$ 250,000		110,013.00	$ 110,013	$ 139,987	$ 250,000
New Deep Wells at Down Hard	$ 1,190,000	$ 1,190,000			$ -	$ 1,190,000	$ 1,190,000
Master Meters	$ 3,616,000	$ 3,616,000	151,539	-	$ 151,539	$ 3,464,461	$ 3,464,461
Ugum Water Treatment Plant Intake	$ 18,000	$ 18,000			$ -	$ 18,000	$ 18,000
Water Wells	$ 2,500,000	$ 2,500,000			$ -	$ 2,500,000	$ 2,500,000
Water Distribution System	$ 2,049,000	$ 49,000			$ -	$ 49,000	$ 49,000
Pressure Zone Realignment /	$ 1,141,000	$ 1,141,000		668,355.20	$ 668,355	$ 472,645	$ 1,141,000
Mechanical/Electrical Equipment	$ 100,000	$ 100,000			$ -	$ 100,000	$ 100,000
Water Reservoir Internal/External	$ 800,000	$ 800,000			$ -	$ 800,000	$ 800,000
Water System Reservoirs 2005 Improvements	$ 42,350,000	$ 28,350,000	1,820,465	12,448,322.67	$ 14,268,787	$ 14,081,213	$ 26,529,535
Ugum Water Treatment Plant Reservoir	$ 6,410,000	$ -			$ -	$ -	$ -
Water Audit Program & Water Loss Control Plan	$ 1,000,000	$ 1,000,000				$ 1,000,000	$ 1,000,000
Agana Heights & Chaot Tanks	$ 1,220,000	$ 1,220,000		500,000.00	$ 500,000	$ 720,000	$ 1,220,000
Tank Major Repair Yigo#1 Mangilao#2 Agat#2	$ 1,895,000	$ 1,895,000		1,822,132.80	$ 1,822,133	$ 72,867	$ 1,895,000
Tank Major Repair Yigo#1 Mangilao#2 Agat#2	$ 10,500,000	$ 7,409,830		7,300,000.00	$ 7,300,000	$ 109,830	$ 7,409,830
Fire Hydrant Replacement Program	$ 2,000,000	$ 2,000,000			$ -	$ 2,000,000	$ 2,000,000
Wastewater System Planning	$ 349,000	$ 349,000	101,034	211,949.36	$ 312,983	$ 36,017	$ 247,966
Lift Station Upgrades	$ 2,404,000	$ 2,404,000	174,340	340,415.47	$ 514,755	$ 1,889,245	$ 2,229,660
Wastewater Collection System Repl/Rehab	$ 2,920,000	$ 2,920,000		224,923.00	$ 224,923	$ 2,695,077	$ 2,920,000
Baza Gardens STP Replacement	$ 16,700,000	$ 29,400,170	9,343,305	19,776,343.49	$ 29,119,649	$ 280,521	$ 20,056,865
Facilities Plan/Design for Umatac-Merizo WWTP	$ 527,000	$ 527,000	224,705	27,399.52	$ 252,105	$ 274,895	$ 302,295
Agat/Santa Rita STP Replacement	$ 3,000,000	$ 3,000,000	902,989	216,710.57	$ 1,119,700	$ 1,880,300	$ 2,097,011
Agana WWTP Interim Measures	$ 827,000	$ 827,000			$ -	$ 827,000	$ 827,000
Umatac Merizo Replacement	$ 8,000,000	$ 20,800,000	2,752,013	17,850,241.18	$ 20,602,254	$ 197,746	$ 18,047,987
Wastewater Pump Station Electrical Upgrade	$ 100,000	$ 100,000			$ -	$ 100,000	$ 100,000
Electrical Upgrade - Water Wells	$ 650,000	$ 650,000			$ -	$ 650,000	$ 650,000
Electrical Upgrade - Water Booster	$ 323,000	$ 323,000			$ -	$ 323,000	$ 323,000
SCADA Improvements – Phase 3	$ 1,177,000	$ 1,177,000	18,000	599,496.51	$ 617,497	$ 559,503	$ 1,159,000
SCADA Improvements – Phase 4	$ 6,500,000	$ 6,500,000			$ -	$ 6,500,000	$ 6,500,000
Laboratory Modernization	$ 1,127,000	$ 1,127,000	1,127,000	-	$ 1,127,000	$ -	$ -
Land Survey	$ 1,998,000	$ 1,998,000	46,677	1,213,846.39	$ 1,260,524	$ 737,476	$ 1,951,323
General Plant Improvements / Water	$ 2,769,463	$ 2,769,463	631,745	912,014.41	$ 1,543,760	$ 1,225,703	$ 2,137,718
Information Technology Integration Improvements	$ 500,000	$ 500,000	244,068	-	$ 244,068	$ 255,932	$ 255,932
Interest Earned		$ -					$ 888,462
Total Construction Fund (2016 Series Revenue Bond)	**$ 140,019,463**	**$ 140,019,463**	**$ 17,793,574**	**$ 64,592,763**	**$ 82,386,338**	**$ 57,633,125**	**$ 123,114,350**

GUAM WATERWORKS AUTHORITY
2017 Series Refunded Bond Project Status
As of March 31, 2018

SCHEDULE M

PROJECT NAME	ORIGINAL APPROVED PROJECT COST	Adjusted Project Cost	EXPENDITURES AS OF 03/31/18	OUTSTANDING ENCUMBRANCES	TOTAL EXPENDITURES AND ENCUMBRANCES	UNOBLIGATED PROJECT COST	Construction fund balance AS OF 03/31/18
Ground Water Disinfection	$ -	$ 500,000	$ 438,141	$ 61,859	$ 500,000	$ 0	$ 61,859
"A" Series Well Transmission Line	$ 600,000	$ 518,144	$ 474,434	$ 1,274	$ 475,709	$ 42,435	$ 43,710
Water Booster Pump Station	$ 500,000	$ 500,000	$ 418,844	$ 81,156	$ 500,000	$ (0)	$ 81,156
Meter Replacement Program	$ 2,500,000	$ 10,300,000	$ 10,254,841	$ 18,787	$ 10,273,628	$ 26,372	$ 45,159
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	$ 210,007	$ 127,887	$ 337,895	$ 1,362,105	$ 1,489,993
Deep Well Rehabilitation	$ 548,000	$ 548,000	$ 548,000	$ -	$ 548,000	$ -	$ -
New Deep Wells at Down Hard	$ 3,773,000	$ 638,252	$ 485,743	$ -	$ 485,743	$ 152,509	$ 152,509
Rehabilitation of Asan Springs	$ 900,000	$ 900,000	$ 188,771	$ 152,068	$ 340,838	$ 559,162	$ 711,229
Master Meters	$ 1,600,000	$ 1,600,000	$ 1,421,267	$ 68,690	$ 1,489,957	$ 110,043	$ 178,733
Ugum Water Treatment Plant Intake	$ 3,670,000	$ 700,000	$ 543,615	$ 156,385	$ 700,000	$ -	$ 156,385
Water Wells	$ 2,000,000	$ -	$ -		$ -	$ -	$ -
Water Distribution System	$ 384,000	$ 3,174,748	$ 3,174,748	$ -	$ 3,174,748	$ (0)	$ (0)
Pressure Zone Realignment /	$ 3,550,000	$ -	$ -		$ -	$ -	$ -
Northern System Water Distribution	$ 2,725,000	$ -	$ -	$ -	$ -	$ -	$ -
Central Water Distribution System 2005	$ 1,200,000	$ 900,000	$ 730,182	$ 44,820	$ 775,002	$ 124,998	$ 169,818
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	$ 1,033,356	$ 476,027	$ 1,509,384	$ 490,616	$ 966,644
Water Reservoir Internal/External	$ 2,400,000	$ -	$ -		$ -	$ -	$ -
Water System Reservoirs 2005 Improvements	$ 11,697,000	$ 1,050,000	$ 1,050,000		$ 1,050,000	$ 0	$ 0
Distribution System Upgrades	$ 3,182,000	$ 474,160	$ 456,678	$ 17,481	$ 474,160	$ 0	$ 17,482
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	$ 497,004	$ 2,996	$ 500,000	$ -	$ 2,996
Agana Heights & Chaot Tanks		$ 4,700,000	$ 4,350,014	$ 349,986	$ 4,700,000	$ -	$ 349,986
Tank Major Repair Yigo#1 Mangilao#2 Agat#2		$ 1,900,000	$ 1,750,355	$ 97,659	$ 1,848,013	$ 51,987	$ 149,645
Tank Major Repair Yigo#1 Mangilao#2 Agat#2		$ -			$ -	$ -	$ -
Assessment of malojloj Elevetad & Yigo Elevated		$ 200,000	$ 200,000	$ -	$ 200,000	$ -	$ -
Public Water System Asser Inventory/Condition Assesment		$ 100,000	$ 98,414	$ 1,586	$ 100,000	$ -	$ 1,586
Public Water System GIS & Mapping		$ 50,000	$ 50,000	$ -	$ 50,000	$ -	$ -
		$ -			$ -	$ -	$ -
Wastewater System Planning	$ 1,500,000	$ 1,500,000	$ 1,465,858	$ 8,142	$ 1,474,000	$ 26,000	$ 34,142
Wastewater Vehicles	$ 235,000	$ 235,000	$ 209,795	$ 25,205	$ 235,000	$ 0	$ 25,205
NDWWTP - Chlorine Tanks	$ 250,000	$ 250,000	$ 250,000		$ 250,000	$ -	$ -
Tumon Bay Sewer Upgrades	$ 100,000	$ -	$ -		$ -	$ -	$ -
Wastewater Collection System Repl/Rehab		$ 1,105,000	$ 720,836	$ 283,287	$ 1,004,123	$ 100,877	$ 384,164
Facilities Plan/Design for Baza Gardens WWTP	$ 1,250,000	$ 1,250,000	$ 1,245,244	$ 4,756	$ 1,250,000	$ -	$ 4,756
Facilities Plan/Design for Agat-Santa Rita WWTP	$ 900,000	$ 899,630	$ 891,702	$ 7,928	$ 899,630	$ -	$ 7,928
Priority 1 Sewer Upgrades – Baza Gardens WWTP	$ 650,000	$ -	$ -		$ -	$ -	$ -
Baza Gardens STP Replacement	$ 3,567,000	$ 1,301,947	$ 316,686	$ 314	$ 317,000	$ 984,947	$ 985,261
Facilities Plan/Design for Umatac Merizo WWTP		$ 900,000	$ 760,845	$ 93,013	$ 853,858	$ 46,142	$ 139,155
Agat/Santa Rita STP Replacement	$ 2,968,000	$ 2,218,000	$ 2,217,314	$ 387	$ 2,217,701	$ 300	$ 686
Northern District WWTP Primary Treatment Upgrades	$ -	$ 11,750,000	$ 11,532,253	$ 211,261	$ 11,743,514	$ 6,486	$ 217,747
Biosolids Management Plan		$ 200,000	$ 196,414	$ 3,586	$ 200,000	$ -	$ 3,586
Agana WWTP Interim Measures	$ -	$ 11,500,000	$ 11,254,925	$ 45,075	$ 11,300,000	$ 200,000	$ 245,075
I&I SSES Southern		$ 800,000	$ 794,722	$ 5,278	$ 800,000	$ (0)	$ 5,278
I&I SSES Central		$ 850,000	$ 794,325	$ 55,675	$ 850,000	$ -	$ 55,675
I&I SSES Northern		$ -			$ -	$ -	$ -
Umatac Merizo Replacement		$ 250,000	$ 247,431	$ 2,569	$ 250,000	$ -	$ 2,569
Northern District WWTP Secondary Treatment Upgrades		$ 1,000,000	$ -	$ 1,000,000	$ 1,000,000	$ -	$ 1,000,000
Well Electrical Protection	$ 26,000	$ -	$ -		$ -	$ -	$ -
SCADA Pilot Project	$ 300,000	$ 61,950	$ 19,812	$ 42,138	$ 61,950	$ (0)	$ 42,138
Electrical Upgrade - Water Wells	$ 3,000,000	$ 354,227	$ 339,948	$ 14,278	$ 354,227	$ 0	$ 14,279
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	$ 194,849	$ 55,151	$ 250,000	$ -	$ 55,151
SCADA Improvements – Phase 2	$ 1,100,000	$ 1,056,986	$ 1,028,284	$ 28,702	$ 1,056,986	$ -	$ 28,702
SCADA Improvements – Phase 3	$ 2,500,000	$ 24,956	$ 24,956	$ -	$ 24,956	$ 0	$ 0
SCADA Improvements – Phase 4	$ 850,000	$ -	$ -		$ -	$ -	$ -
Laboratory Modernization	$ 1,200,000	$ -	$ -		$ -	$ -	$ -
Land Survey	$ 1,500,000	$ 500,000	$ 471,450	$ 28,237	$ 499,687	$ 313	$ 28,550
General Plant Improvements / Water	$ 14,370,000	$ 7,241,000	$ 7,241,000	$ 0	$ 7,241,000	$ 0	$ 0
Interest Earned							$ 94,874
Total Construction Fund (2010 Series Revenue Bond)	**$ 87,402,000**	**$ 87,402,000**	**$ 78,903,279**	**$ 4,191,887**	**$ 83,095,166**	**$ 4,306,834**	**$ 8,593,595**

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
Schedule of Series 2013, 2014 Refunding, 2016 and 2017 Refunding Bond Bank Accounts
As of March 31, 2018

SCHEDULE N

	3/31/2018
BANK OF GUAM	
BOG - Revenue Account	8,812,897
BOG - Operations and Maintenance Reserve	3,083,482
BOG - Operations, Maintenance, Renewal and Replacement Reserve Fund	17,423,213
BOG - Capital Improvement Fund	2,228,744
BOG - O & M Reserve	13,569,935
BOG - Debt Service Reserve	11,262,149
BOG - CAPEX Reserve	15,522,420
Total BOG Bank Account Balance	**71,902,840**
Series 2013 Bond:	
BOG - Construction Fund	53,924,084
USB - Debt Service Fund	2,344,613
USB - Debt Service Reserve Fund	12,031,688
Total Series 2013 Bond Bank Balance	**68,300,385**
Series 2014 Refunding Bond:	
BOG - Construction Fund	736,669
USB - Debt Service Fund	3,542,300
USB - Debt Service Reserve Fund	7,760,536
Total Series 2014 Refunding Bond Bank Balance	**12,039,506**
Series 2016 Bond:	
BOG - Construction Account	123,114,351
BOG - Capitalized Interest Fund	-
USB - Debt Service Fund	1,793,435
USB - Debt Service Reserve Fund	7,594,587
Total Series 2016 Bond Bank Balance	**132,502,372**

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-FY2018
Relative to Approval of Change Order No. 4 Work and an Increase in Project Funding for Construction Management Services for the Rehabilitation of GWA Wells (D-03, D-17, D-18, D-22, and M-09) Project W11-008-BDN

What are the project's objectives of the proposed changes and are they necessary and urgent? The objective of Change Order No. 4, is to extend the duration of the Construction Management (CM) services. There have been unexpected issues during well commissioning with respect to the developed well pump capacity, drive and control issues and equipment repairs that have extended the completion of the Contractor's work. The CM's input is necessary to monitor the contractor's work until the project is complete. Additional funding is needed for Change Order No. 4 to manage the construction, on a time and materials basis.

Where is the project located?
This project is located at Groundwater Wells D-03, D-17, D-18, D-22, and M-09 within the villages of Dededo and Mangilao. Construction activities will be limited to the property boundaries of the well sites.

How much will it cost?
The original funding authorization for the CM Services was Seven Hundred Forty-Nine Thousand One Hundred Eighty-Four Dollars ($749,184.00), plus a ten percent (10%) contingency of Seventy-Four Thousand Nine Hundred Eighteen Dollars and Forty Cents ($74,918.40). GWA management executed two change orders via the 10% contingency in the amount of Seventy-Four Thousand Seven Hundred Ninety-Six Dollars and Thirty-Two Cents ($74,796.32) and further sought CCU approval for Change Order No. 3 in the amount of One Hundred Nineteen Thousand Three Hundred Eighty-One Dollars ($119,381.00). The proposed Change Order No. 4 is in the amount of Ninety-Eight Thousand Two Hundred Twenty-Two and Zero cents ($98,222.00) which will to bring the total authorized funding amount to a maximum of One Million Forty-One Thousand Five Hundred Eighty-Three dollars and Thirty-Two cents ($1,041,583.32).

When will it be completed?
The project is scheduled to be substantially completed for four of the wells by end of May 2018 with final project completion by August 2018.

What is the funding source?
The funding for this project will be from USEPA Grant and, if necessary, GWA Bond Funds with a maximum project budget of One Million Forty-One Thousand Five Hundred Eighty-Three Dollars and Thirty-Two Cents ($1,041,583.32).

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

RESOLUTION NO. 26–FY2018

RELATIVE TO APPROVAL OF CHANGE ORDER NO. 4 WORK AND AN INCREASE IN PROJECT FUNDING FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE REHABILITATION OF GWA WELLS (D-03, D-17, D-18, D-22, AND M-09) PROJECT W11-008-BDN

WHEREAS, under 12 G.C.A. § 14105, the Consolidated Commission on Utilities ("CCU") has plenary authority over financial, contractual, and policy matters relative to the Guam Waterworks Authority ("GWA"); and

WHEREAS, the Guam Waterworks Authority ("GWA") is a Guam Public Corporation established, and existing under the laws of Guam; and

WHEREAS, GWA has received a grant from the United States Environmental Protection Agency ("USEPA") under the State Revolving Fund ("SRF") program to repair and rehabilitate the water and wastewater system infrastructure; and

WHEREAS, GWA has a number of important USEPA SRF projects including the rehabilitation, repair, or replacement of groundwater wells D-03, D-17, D-18, D-22, and M-09, which have been inoperable for a significant amount of time; and

WHEREAS, on December 30, 2015, GWA entered into a contract with EA Engineering, Science and Technology, Inc., PBC (EA) to perform the Construction Management (CM) Services for the Rehabilitation of GWA Wells D-03, D-17, D-18, D-22, and M-09 project; and

WHEREAS, on August 22, 2016, GWA awarded the construction contract for the Island-wide Well Site Rehabilitation (D-03, D-17, D-18, D-22, and M-09) to Pacific Rim Corporation with a completion date of August 22, 2017, but extended the completion date to

November 25, 2017 due to capacity issues with some initial wells that required re-drilling and changes that were required for the electrical systems; and

WHEREAS, on November 25, 2017, GWA extended the construction contract for the Island-wide Well Site Rehabilitation (D-03, D-17, D-18, D-22, and M-09) to January 19, 2018, to allow extra time for the completion of the associated wells due to revised permits, additional GPA requirements, and issues associated with isolation of and connection to the watermain; and

WHEREAS, since January 19, 2018 the contractor has been submitting claims of further delays which GWA's project Manager and Construction Manager have been sorting out and which may result in the construction contract period being extended; and

WHEREAS, one significant problem experienced on the project was the final capacity achievable at well D-03 that was significantly lower than expected based on the pilot well tests which required additional time to review the well development process and determine appropriate action to complete the well construction; and

WHEREAS, other complications discovered at startup and commissioning of the associated wells, including issues with the Variable Frequency Drives (VFD), chlorination systems, level sensors, has caused all parties to verify deliverable requirements and timelines; and

WHEREAS, due to the projected end of the construction period to resolve all issues noted above, GWA requested a proposal from EA to extend their CM contract to a new completion date of August 31, 2018 and received a final proposal from EA on March 19, 2018, in the amount of Ninety-Eight Thousand Two Hundred Twenty-Two Dollars ($98,222.00) on a Time and Materials basis (SEE EXHIBIT A); and

WHEREAS, GWA along with Brown and Caldwell reviewed the proposal and determined the proposal as fair and reasonable; and

WHEREAS, GWA has discussed the proposal with the USEPA (the funding agency for this project) and received the USEPA's support to use the SRF grant to fund CM contract extension for the Island-wide Well Site Rehabilitation project; and

WHEREAS, CCU approved the original contract value for this project in the amount of Seven Hundred Forty-Nine Thousand One Hundred Eighty-Four Dollars ($749,184.00), plus a ten percent (10%) contingency of Seventy-Four Thousand Nine Hundred Eighteen Dollars and Forty Cents ($74,918.40), which brings the total authorized funding amount to a maximum of Eight Hundred Twenty-Four Thousand One Hundred Two Dollars and Forty Cents ($824,102.40); and

WHEREAS, GWA management executed via the 10% contingency two change Orders in the amount of Seventy Four Thousand Seven Hundred Ninety Six Dollars and Thirty Two Cents ($74,796.32), then further sought and received approval from the CCU via Resolution 06-FY2018 that approved Change Order No. 3 for One Hundred Nineteen Thousand Three Hundred Eighty One Dollars ($119,381.00) that brought the total contract value to Nine Hundred Forty Three Thousand Three Hundred Sixty One Dollars and Thirty-Two Cents ($943,361.32); and

WHEREAS, GWA Management further seeks CCU approval of the proposed Change Order No. 4 to proceed with the CM contract extension in the amount of Ninety-Eight Thousand Two Hundred Twenty-Two Dollars ($98,222.00); and

WHEREAS, funding for the change order work will be from the USEPA State Revolving Fund and, if necessary, GWA Bond funds and will bring the total budget for the entire project to One Million Forty-One Thousand Five Hundred Eighty-Three Dollars and Thirty-Two Cents ($1,041,583.32); 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 fee proposal submitted by EA Engineering, Science and Technology, Inc., PBC (EA) are fair and reasonable.
3. The CCU hereby authorizes the management of GWA to approve Change Order No. 4 in the amount of Ninety-Eight Thousand Two Hundred Twenty-Two Dollars ($98,222.00).
4. The CCU hereby further approves increasing the total funding amount for this project to a maximum of One Million Forty-One Thousand Five Hundred Eighty-Three Dollars and Thirty-Two Cents ($1,041,583.32).
5. The CCU herby further approves GWA management informing the PUC of the fact that the contract value for the CM services, which is intended to be fully funded by USEPA State Revolving Funds, will be greater than One Million Dollars ($1,000,000.00).

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

DULY AND REGULARLY ADOPTED, this 20th day of April 2018.

Certified by: Attested by:

_____ _____

JOSEPH T. DUENAS **J. GEORGE BAMBA**
Chairperson Secretary

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SECRETARY'S CERTIFICATE

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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DRAFT

Exhibit A (1 of 5)

EA Engineering, Science, and Technology, Inc., PBC

1001 Army Drive, Suite 103
Barrigada, Guam 96913
Telephone: 671-646-5231
Fax: 671-646-5230
www.eaest.com

Date: March 19, 2018

To: Mr. Miguel C. Bordallo, PE
Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913

Delivered via email

RE: CHANGE ORDER No. 004 to Extend Construction Management Services from November 25, 2017 to August 31, 2018.
GWA Project No. W11-008-BND

Mr. Bordallo:

EA Engineering, Science, and Technology, Inc., PBC (EA) hereby submits Change Order (CO) No. 004 for GWA Project No. PW W11-008-BND for your review and approval. This CO will extend construction management services from the current completion date of November 25, 2017 to August 31, 2018 on a time and materials cost up to $98,222. This cost estimate also includes; re-obligating the engineer of record (EOR) to complete CADD as-built drawings and a final inspection by the Project electrical consultant.

This time extension is needed to address the following conditions needed to complete the Project and ensure proper commissioning of the wells:

- Acquisition and installation of the appropriate variable frequency drives to replace the undersized units currently in use.
- Troubleshooting and repairs for each chlorination system, including parts replacement.
- Submission of all warranties and manuals
- Pending punch list items
- Level sensor functionality
- Replacement of power supply cable for well M-9
- Spare parts hand-off
- Equipment training
- Commissioning of wells D-17, D-18 and D-22

EOR services are complete with the exception of the as-built drawings. This work was de-obligated to utilize existing funding for management costs incurred as a result of the extended Project schedule. The closeout and post-construction services authorized per the original contract remain unchanged.

Exhibit A (2 of 5)

EA Engineering, Science, and Technology, Inc., PBC

1001 Army Drive, Suite 103
Barrigada, Guam 96913
Telephone: 671-646-5231
Fax: 671-646-5230
www.eaest.com

EA estimates that this project will be substantially complete by August 31, 2018. The timeline of this CO is driven by equipment lead times and associated installations. The opinion of probable cost and the estimated staff utilization are presented in Attachment A and B, respectively. Periods of low utilization reflect the anticipated equipment lead times and periods of minimal construction activity.

Please do not hesitate to contact me if you have any questions or comments regarding this CO at jjaskowiak@eaest.com.

Sincerely,



Jason Jaskowiak, P.E. *(New York)*
Owner's Representative
EA Engineering, Science, and Technology, Inc., PBC

Attachments:
Cost Estimate
Utilization Estimate

cc: Kurt Bilz, BC
George Watson, BC
Matthew Bowman, EA
Richard Price, EA
Shelly Rice, EA
File

Exhibit A (3 of 5)

Attachment A

COST PROPOSAL

(1) DIRECT LABOR COSTS

				Project Controls (Project Troubleshooting and Closeout)		Construction Inspection (Drill through D-03)		TOTAL	
STAFF	***CLASSIFICATION***	**Units**	**Rate**	**No.**	**Amount**	**No.**	**Amount**	**No.**	**Amount**
J. Jaskowiak	Construction Manager	Hour	**$151**	385	$58,058.00	0	$0.00	385	$58,058.00
B. Shambach	Deputy Construction Manager	Hour	**$156**	24	$3,744.00	0	$0.00	24	$3,744.00
T. Chargualaf	Construction Field Coordinator	Hour	**$88**	54	$4,773.60	0	$0.00	54	$4,773.60
M. Heppe	Administration	Hour	**$121**	40	$4,836.00	0	$0.00	40	$4,836.00
M. Dina	Procurement Administrator	Hour	**$175**	9	$1,577.19	0	$0.00	9	$1,577.19
R. Price	Principal	Hour	**$208**	8	$1,664.00	0	$0.00	8	$1,664.00
C. Brown	Program Manager	Hour	**$172**	13	$2,230.80	0	$0.00	13	$2,230.80
M. Bowman	Construction Quality Engineer	Hour	**$187**	10	$1,872.00	0	$0.00	10	$1,872.00
TOTAL LABOR COSTS					**$78,755.59**		**$0.00**		**$78,755.59**

(2) OTHER DIRECT COSTS

OTHER DIRECT COSTS		**Units**	**Rate**	**No.**	**Amount**	**No.**	**Amount**	**No.**	**Amount**
1. Equipment and Supplies Usage									
Vehicle		mo	**$848.89**		$0.00	0	$0.00	0	$0.00
Mileage		ea	**$0.26**		$0.00	0	$0.00	0	$0.00
Procore CM Software		year	**$5,500.00**		$0.00	0	$0.00	0	$0.00
Total Equipment and Supplies Usage					**$0.00**		**$0.00**		**$0.00**
2. Travel and Per Diem Costs									
Airfare		ea	**$2,500.00**	0	$0.00		$0.00	0	$0.00
Lodging		mo	**$2,232.00**	0	$0.00	0	$0.00	0	$0.00
Total Travel and Per Diem					**$0.00**		**$0.00**		**$0.00**
3. Subcontractor Costs									
See subcontractor detail for breakdown		T&M	**$18,058.00**		$0.00		$18,058.00		$18,058.00
Total Subcontractors					**$0.00**		**$18,058.00**		**$18,058.00**
G&A Applied to Subcontractor Costs and ODCs			**7.80%**		**$0.00**		**$1,408.52**		**$1,408.52**
Fee Applied to Subcontractos Costs and ODCs			**0.00%**		**$0.00**		**$0.00**		**$0.00**
TOTAL OTHER DIRECT COSTS					**$0.00**		**$19,466.52**		**$19,466.52**

(3) TOTAL COST

TOTAL COST	**$78,756**	**$19,467**	**$98,222**

Exhibit A (4 of 5)

SUBCONTRACTOR COST PROPOSAL

(1) SUBCONTRACTOR DIRECT LABOR COSTS

				Project Controls (Project Troubleshooting and Closeout)		TOTAL	
STAFF	*CLASSIFICATION*	Units	Rate	No.	Amount	No.	Amount
TOTAL LABOR COSTS					$0.00		$0.00

(2) SUBCONTRACTOR OTHER DIRECT COSTS

SUBCONTRACTOR COSTS		Units	Rate	No.	Amount	No.	Amount
1. Equipment and Supplies Usage							
Stanley - Includes 10% fee		T&M	$1,400.00	1	$1,400.00	1	$1,400.00
GHD - Reobligation		T&M	$16,658.00	1	$16,658.00	1	$16,658.00
Total Equipment and Supplies Usage					$18,058.00		$18,058.00
2. Travel and Per Diem Costs							
Total Travel and Per Diem					$0.00		$0.00
TOTAL OTHER DIRECT COSTS					$18,058.00		$18,058.00

(3) TOTAL COST

Subtotal Labor, Other Direct Costs, NOT Including G&A and Fee	$18,058.00	$18,058.00

Exhibit A (5 of 5)

Attachment B

Utilization

Utilization Assumptions	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Construction Manager	75%	35%	50%	30%	10%	10%	30%	30%
J.Jaskowiak								
Deputy Construction Manager	10%	0%	5%	0%	0%	0%	0%	5%
B. Shambach								
Construction Field Coordinator	5%	10%	10%	5%	0%	0%	0%	5%
T. Chargualaf								
Administration	15%	5%	3%	0%	0%	0%	0%	10%
M. Heppe								
Procurement Administrator	1%	0%	0%	0%	0%	0%	0%	5%
P. Occhiogrosso								
Principal	2%	1%	1%	0%	0%	0%	1%	1%
R. Price								
Program Manager	2%	1%	1%	1%	1%	1%	1%	1%
C. Brown								
Construction Quality Engineer	3%	2%	1%	0%	0%	0%	1%	1%
M. Bowman/K. Lindsey								

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- FY2018
Relative to Approval of Laboratory Testing Services Procurement

What is the project's objective and is it necessary and urgent?
GWA is nearing the end of its current contract for laboratory testing services, which are required to support our own laboratory operations and provide the needed analysis in support of the Safe Drinking Water Act, and Guam Primary and Secondary Safe Drinking Water Standards. There is a pressing need to replace the existing Laboratory Service Contract that expires in August of this year.

Where is the location?
Services will be provided to GWA through our new GWA Laboratory facility in upper Tumon.

How much will it cost?
Approximately Four Hundred Eighty-One Thousand Three Hundred Sixty-One Dollars and Sixty-Eight Cents ($481,361.68) per year based on previous expenditures or One Million Four Hundred Forty-Four Thousand Eighty-Five Dollars ($1,444,085.00) for three (3) years.

When will it be completed?
Implementation date is August 2018 and will have an initial term of 3 years with an option to extend to a total of 5 years.

What is the funding source?
Internal cash flow.

The RFP/BID responses (if applicable):
The IFB for an indefinite quantity agreement will go out for bid immediately upon PUC approval.

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

RESOLUTION NO. 27-FY2018

RELATIVE TO APRROVING THE PROCUREMENT FOR LABORATORY TESTING SERVICES

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, in August of 2013, GWA issued entered into a three-year indefinite quantity agreement with Eurofins Eaton Inc. ("Eurofins") for a US Environmental Protection Agency certified lab to analyze water and wastewater sample provided by the Guam Waterworks Authority ("GWA") in a manner that meets the "Standardized Monitoring Requirements" established by the Guam Environmental Protection Agency as provided under the Safe Drinking Water Act and the Guam Primary and Secondary Safe Drinking Water Regulations; and

WHEREAS, the Eurofins agreement allowed for a two-year extension which was executed by the parties on August 2, 2016; and

WHEREAS, in anticipation of the expiration of the Eurofins Agreement in August of this year, GWA wishes to initiate procurement of a new Laboratory Services Agreement so there will be no interruption of those services; and

WHEREAS, the IFB for this procurement (attached as Exhibit 1) contains an initial term of three years and considering that the average annual expenditures for GWA laboratory services over the past three years has been Four Hundred Eighty-One Thousand Three Hundred

Sixty-One Dollars and Sixty-Eight Cents ($481,361.68) or One Million Four Hundred Forty-Four Thousand Eighty-Five Dollars ($1,444,085.00) for three (3) years, which exceeds both the CCU spending authority and the PUC threshold under the Contract Review Protocol 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 Laboratory Services Procurement (Exhibit 1) at this time is reasonable, prudent and necessary.
3. The CCU further determines that GWA may use this Resolution as a justification under Section 6 of the Contract Review Protocol.

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

DULY AND REGULARLY ADOPTED, this 20th day of April, 2018.

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

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SECRETARY'S CERTIFICATE

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 1

GUAM WATERWORKS AUTHORITY
"Better Water. Better Lives."
Gloria B. Nelson Public Services Building
688 Route 15, Mangilao, Guam 96913
Tel: (671) 300-6026/27 Fax: (671) 649-3750

***THIS AD IS PAID FOR BY GWA (PUBLIC LAW 26-12)**

INVITATION FOR BID

The GUAM WATERWORKS AUTHORITY will receive sealed bids for **Laboratory Services,** in **GWA IFB. NO. 2018-06** Bids will be accepted until 10:00 a.m. Chamorro Standard Time, _____, 2018 at the GWA Procurement Office first floor located at the Gloria B. Nelson Public Services Building in Mangilao at which time and place all bids will be publicly opened and read aloud. All bids must be accompanied by a Bid / Performance Bond in the amount of 15 percent (15%) of the total bid price. Bid security may be bid/performance bond, Surety Bond, certified check or cashier's check made payable to Guam Waterworks Authority. A non-refundable amount of $15.00 is required for the purchase price of every set of bidding documents which are available at the GWA Procurement Office. Bidders can download a bid package at www.guamwaterworks.org without charge, although vendors are strongly encouraged to contact or visit GWA Procurement Office to register to ensure that updated information, notices or bid amendments are distributed to you.

GWA reserves the right to revise or reject any or all proposals and to waive any minor imperfection in the bid proposal in the interest of the Guam Waterworks Authority.

Miguel C. Bordallo, P.E.
General Manager

INVITATION TO BID

The GUAM WATERWORKS AUTHORITY, will receive sealed bids for **Laboratory Services IFB. NO. 2018-05.** Bids in duplicate copy will be accepted until 10:00 a.m. Chamorro Standard Time, _____, 2018 at the GWA Procurement Office first floor located at the Gloria B. Nelson Public Services Building in Mangilao at which time and place all bids will be publicly opened and read aloud. All bids must be accompanied by a Bid / Performance Bond in the amount of 15 percent (15%) of the total bid price. Bid security may be bid/performance bond, Surety Bond, certified check or cashier's check made payable to Guam Waterworks Authority. A non-refundable amount of $15.00 is required for the purchase price of every set of bidding documents which are available at the GWA Procurement Office. Bidders can download a bid package at www.guamwaterworks.org without charge, although vendors are strongly encouraged to contact or visit GWA Procurement Office to register to ensure that updated information, notices or bid amendments are distributed to you.

GWA reserves the right to revise or reject any or all proposals and to waive any minor imperfection in the bid proposal in the interest of the Guam Waterworks Authority.

Miguel C. Bordallo, P.E.
General Manager

GWA STAMP ISSUE DATE:

_____

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GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao GU 96913

Guam Waterworks Authority
Invitation for Bid Number: GWA 2018-05
For Laboratory Services

ALL OR NONE BID

I. BID ITEM(s)

WATER SAMPLES*

(A) MONTHLY TEST:

Item No	Description	Est. QTY	Cost Per Test	Total
1.0	Volatile Organic Chemicals	7	_____	_____
1.1	Nitrates	25	_____	_____
1.2	Alkalinity	1	_____	_____
1.3	Total Organic Carbon	2	_____	_____

Total Cost: _____

(B) QUARTERLY TEST:

Item No	Description	Est. QTY	Cost Per Test	Total
2.0	Pesticides	75	_____	_____
2.1	Volatile Organic Chemicals	15	_____	_____
2.2	EDB and DBCP	1	_____	_____
2.3	Organic Chemicals EPA 515.4, EPA 531.2, EPA 547, EPA 548,	30	_____	_____

	EPA 549, EPA 1513, EPA 525.2			
2.4	Inorganic Chemicals Sb, As, Ba, Be, Cd, Cr, Ni, Se, Tl, CN, Hg, F, NO2, NO3, SO4, Sodium and Asbestos	30	_____	_____
2.5	Inorganic Chemicals Gross Alpha Gross Beta, Uranium, RA 226, and RA 228)	12	_____	_____
2.6	Nitrates	1	_____	_____
2.7	Trihalomethanes	12	_____	_____
2.8	Haloacetic Acids	12	_____	_____

Total Cost: _____

(C) BIANNUAL TEST:

Item No	Description	Est. QTY	Cost Per Test	Total
3.0	Inorganic Chemicals Inc. Nitrates Sb, As, Ba, Be, Cd, Cr, Ni, Se, Tl, CN, Hg, F, NO2, NO3, SO4, Sodium and Asbestos	75	_____	_____
3.1	Lead Copper	175	_____	_____

Total Cost: _____

(D) ANNUAL TEST:

Item No	Description	Est. QTY	Cost Per Test	Total
4.0	Volatile Organic	124	_____	_____

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	Chemicals			
4.1	Nitrates	60	_____	_____
4.2	Inorganic Chemicals Sb, As, Ba, Be, Cd, Cr, Ni, Se, Tl, CN, Hg, F, NO2, NO3, SO4, Sodium and Asbestos	4	_____	_____

Total Cost: _____

WASTEWATER SAMPLES*

(A) MONTHLY TEST:

Item No	Description	Est. QTY	Cost Per Test	Total
5.0	Pesticides (chlordane, Dieldrin, 4,4-DDE, 4,4-DDD	1	_____	_____
5.1	Metals (Cu, Ni, ZN, Al)	1	_____	_____

Total Cost: _____

(B) QUARTERLY TEST:

Item No	Description	Est. QTY	Cost Per Test	Total
6.0	Whole Effluent Toxicity (Sea Urchin Bioassay)	3	_____	_____
6.1	Effluent Monitoring for Appendix A (see Court Order Civil Case No. 02-00035)	2	_____	_____

Total Cost: _____

(C) ANNUAL TEST:

Item No	Description	Est. QTY	Cost Per Test	Total
7.0	Whole Effluent Toxicity (Ceriodaphnia Bioassay)	2	_____	_____
7.1	Heavy Metals (As, Cd, Cr3+, Cr6+, Cu, Hg, Pb Ni, Ag, and Zn)	5	_____	_____
7.2	All Pesticides (organochlorines, carbonates, herbicides, fungicides, defoliants, and botanicals) see Guam Water Quality Standards-2001 Located in Appendix A	5	_____	_____

Total Cost: _____

UCMR 4 SAMPLES*

(A) Quarterly Test:

Item No	Description	Est. QTY	Cost Per Test	Total
8.0	List 1, Assessment Monitoring	3	_____	_____

Total Cost: _____

(B) Biannual Test:

Item No	Description	Est. QTY	Cost Per Test	Total
9.0	List 1, Assessment Monitoring List 2, Screening Survey	240	_____	_____
9.1	DSMRT Sample	16	_____	_____

Total Cost: _____

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Item No	Description	Est. QTY	Cost Per Test	Total
10.0	UCMR Field Blanks EPA 200.9, EPA 524.3, EPA 537, EPA 539	240	_____	_____
11.0	DSMRT Field Blanks EPA 200.9, EPA 524.3, EPA 537, EPA 539	12	_____	_____

Total Cost: _____

II. SCOPE OF WORK

Bidders will analyze samples under the Standardized Monitoring Requirements of the Guam Environmental Protection Agency ("GEPA") in compliance with the Safe Drinking Water Act and the Guam Primary and Secondary Safe Drinking Water Regulations.

1. Samples to be tested will be obtained from approximately 120 potable water sources by GWA personnel to be analyzed for the parameters listed under the GEPA approved Standardized Monitoring Plan.

2. Samples obtained by GWA personnel from distribution points in the system as required by the GEPA approved Standardized Monitoring Plan within the required time frames.

A. Analyze samples under the National Pollutant Discharge Elimination System (NPDES) requirements by NELAC certified GEPA/EPA approved methods in compliance with the Clean Water Act and the Guam Water Quality Standards.

1. Samples to be obtained from five (5) wastewater treatment plants and from the Ugum Water Treatment Plant by GWA personnel for the parameters required by each plant's NPDES permit.

B. Provide sample bottles with preservatives as needed to GWA, appropriate packing containers with ice packs, and the necessary arrangements for transporting samples to laboratory within QA/QC requirements. Sampling bottles to be available to GWA at least ten (10) days before the required sampling scheduled. Include at least ten percent (10 %) additional sampling bottles to allow for breakages and for quality assurance duplicates.

C. Provide chain-of-custody forms with sampling protocols for GWA personnel to follow, with specific instructions for the obtaining, preserving, storing, and transporting of all samples.

D. Provide original certified written results of analyses in a form suitable for submission to GEPA and/or USEPA. Analysis results may be submitted electronically to GWA no later than five (5) working days after completion of analysis.

E. Notify GWA immediately upon failure of samples to be received by the laboratory within the QA/QC required parameters or on determining any sample exceedence of any of a GEPA/USEPA's Maximum Contaminant levels (MCLs) and immediately provide additional sample bottles with preservative to GWA for resampling (including appropriate packing containers, with the necessary arrangements for transporting to the laboratory within QA/QC requirements.

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INFORMATION REQUIRED

A. Capability, Prior Experience, and Certification

GWA is required by the USEPA to have the samples included in this bid tested by a firm who has achieved TNI (NELAC) National Environmental Laboratory Accreditation Program ("NELAP") certification. All labs are subject to the approval of the Guam Environmental Protection Agency. Bidders must provide proof of the firm's capability, prior experience in drinking water and wastewater analyses, and documents pertaining to laboratory certification. Given these requirements, all bidders **must** provide a copy of current TNI (NELAC) National Environmental Laboratory Accreditation Program ("NELAP") certification and **UCMR 4 USEPA Approval Letter** for the testing parameters to be analyzed under this bid. Bidders must also include method detection levels for each parameter certified. Failure to submit the above-mentioned documentation will be grounds for disqualification.

B. Cost

All costs submitted in this bid will be fixed for the duration of the contract under this bid. Cost of sampling bottles with preservative, shipping containers with appropriate ice packs, and the cost of shipping the samples to the laboratory and results back to GWA must be included in the bid cost,

C. Completion Time

Provide the completion time for analyses from receipt of samples to submission of results. Analyses must be completed at least within thirty (30) days after receipt of samples

D. Number of Analyses

Provide the maximum number of samples per week that can be analyzed by the laboratory for compliance under the GEPA approved Standardized Monitoring Requirements and the NPDES Regulations and within the QA/QC requirements for the analyses.

GWA RESPONSIBILITIES

1. GWA will provide the personnel to obtain, preserve, store, and transport water samples to selected firm for the required analyses as directed by the analytical laboratory.

2. GWA will provide a sampling schedule for all the analyses required for compliance under the Standardized Monitoring Plan and the NPDES permits for all plants.

GENERAL RESPONSIBILITIES OF SELECTED LABORATORY(s)

1. The laboratory will provide the sample bottles with preservative, shipping containers with the necessary ice packs, and specific instructions for the obtaining, preserving, and transportation of the water samples within QA/QC parameters.

2. The laboratory will perform analyses of samples in accordance with methods prescribed by USEPA. See also Appendix A of the Order For Preliminary Relief Re: Deadlines For Outstanding Projects Under The Amended Stipulated Order; Civil Case No. 02-00035. Appendix B of this bid.

3. The laboratory shall channel all requests, reports, and all other communications concerning this endeavor through the contact persons noted below.

4. The laboratory will provide an analysis schedule to meet GEPA compliance requirements. Transmittal of original results to GWA must be no later than five (5) working days after completion of analysis.

5. The laboratory shall provide Chain-of-Custody forms to GWA for proper transmittal of all samples to meet QA/QC requirements.

6. The laboratory must submit reports in SIDWIS electronic deliverable format and submit with their bid an example of the file format of the SIDWIS deliverable

III. GENERAL TERMS AND CONDITIONS

A. AUTHORITY.

This Invitation for Bids is issued subject to all of the provisions of the Guam Procurement Act and the Guam Procurement Regulations. The bid requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith. Failure on the part of any bidder to act in good faith shall serve as a basis for voiding a bid or shall constitute a material

breach of any contract entered into between GWA and any bidder which shall allow GWA to immediately terminate the contract.

B. EXPLANATION TO BIDDERS.

Except as otherwise provided herein, no oral explanation in regard to the meaning of any provision of this Bid will be made and no oral instructions will be given before the award of the bid. Discrepancies, omissions, or doubts as to the meaning of any provision of this Bid shall be communicated in writing to the named individual of GWA.

C. QUESTIONS.

All questions regarding the bid can be submitted via e-mail, although GWA request that the question be submitted in writing and be either delivered personally, via US mail, via express delivery or via fax and directed to the following parties:

Miguel C. Bordallo, P.E.
General Manager
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, GU 96913
E-mail: mcbordallo@guamwaterworks.org

Vince Guerrero
Supply Management Administrator
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, GU 96913
E-mail: vincentg@guamwaterworks.org

D. METHOD OF AWARD.

GWA intends to review the bids immediately upon the opening of the bids as provided herein. The bids submitted will be the primary documents for evaluation. GWA reserves the right to waive any minor information or irregularity in bids received. GWA shall have the prerogative to award, amend or reject bids in whole or in part. GWA is not responsible for any and all costs incurred by any person or party incurred in preparing any bid. GWA reserves the right to retain all bids submitted regardless of whether a firm is selected. Submission of a bid indicates acceptance of all terms and conditions by the bidder.

E. REJECTION.

GWA has the right to reject all bids or offers which have been submitted in response to this Bid, at any time, including after delivery if goods are determined to be non-conforming, if GWA determines such to be in the best interest of GWA. All bids and contractual obligations are subject to the availability of funding.

F. TAXES.

Bidders are cautioned that they may be subject to Guam Business Privilege Taxes, including Gross Receipt Tax and Guam Income Taxes on Guam transactions. GWA shall not be responsible for paying any taxes owed by any vendor. Specific information of taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

G. LICENSING.

Bidders are cautioned that GWA will not consider for award any bid offer submitted by a bidder who has not complied with Guam Licensing Laws. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

H. COVENANT AGAINST CONTINGENT FEES.

The bidder warrants that it has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give GWA the right to terminate the contract, or in its discretion, deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the bidder upon contracts or sales secure or made through bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business.

I. JUSTIFICATION OF DELAY.

The bidder who is awarded the bid guarantees that performance will be completed within the agreed upon completion date. If, however, the selected bidder cannot comply with the completion requirement, it is the selected bidder's responsibility to advise GWA in writing explaining the cause and reasons of the delay.

J. DISCLOSURE OF MAJOR SHAREHOLDERS.

As a condition of bidder, any partnership, sole proprietorship or corporation doing business with GWA shall submit an affidavit executed under oath that list the name address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation, which have held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitle to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. A bid from any firm that has person on the list 10% or more affidavit that is a member of the CCU or a GWA or Guam Power Authority officer that reports directly to the Board will not be evaluated and will be rejected. The affidavit shall be open and available to the public inspection and copying.

K. EQUAL EMPLOYMENT OPPORTUNITY.

Section 3.01(1) of Presidential Executive Order No. 10935 dated March 7, 1965, that was adopted on Guam, requires that the bidder not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The bidder will take whatever steps are necessary to ensure that its employees are treated equally during employment without regard to their race, creed, color or national origin.

L. DETERMINATION OF RESPONSIBILITY OF OFFERORS.

GWA reserves the right to secure information necessary to assess the competency and qualifications of the bidder, in accordance with the "Standard for Determination of the most Qualified bidder" section of the General Terms and Conditions. The competency of bidders, includes, but is not limited to testing of goods and/or services provided by the bidder.

M. STANDARD FOR DETERMING WHETHER BIDDER IS QUALIFIED.

In determining whether a bidder is qualified, GWA shall be guided by the following:

1. the ability, capacity, and skill of the bidder to perform (i.e., is bidder qualified);
2. whether GWA believes that the bidder can perform promptly or within the specified time;
3. the character, integrity, reputation, judgment experience, and efficiency of the bidder;
4. the sufficiency of the financial resources and ability of the bidder to perform;
5. whether the bidder has submitted all documents required under this Bid; and
6. whether the bidder can meet the terms and conditions of the Bid.

N. PRE-BID CONFERENCES.

Pre-bid conferences may be held at any time prior to the date established herein for submission of bids to explain the procurement requirements for this Bid. GWA will notify all bidders of any substantive clarification provided in response to any inquiry. GWA may extend the due date if such information significantly amends the solicitation or makes compliance with the original proposed due date impractical.

O. BIDS.

The Bidder is required to read each and every page of the bid and by the act of submitting a bid shall be deemed to have accepted all conditions contained therein except as noted elsewhere in the bid. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a bid after opening. Bids shall be filled out in ink or typewritten and signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the bid or irregularities of any kind may be rejected by GWA in whole or in part.

P. COMPETENCY OF BIDDERS.

Bids will be considered only from such bidders who, in the sole opinion of GWA, can show evidence of their ability, experience, equipment, and facilities to render satisfactory performance of the terms and conditions herein (see item "N" above for standards). GWA reserves the right to take all

reasonable steps to determine the competency of bidders, including asking questions, testing or any other act deemed prudent by GWA based on the circumstances.

Q. REQUEST FOR BID FORMS.

Each bidder shall be provided with one (1) set of the Bid packet at a cost of $15.00. If the bidder wishes to download a bid packet on GWA website, the fee will not be charged. All payments shall be by cash, certified check, credit card or money order and shall be made payable to GWA. Prospective bidders are encouraged to notify GWA's Procurement section located on the first floor of Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, GU 96913 @ 300-6026/6027 to be register as a prospective bidder. **Failure to register as a bidder could result in not obtaining answers to questions or bid amendments since GWA will send these types of documents to only those vendors of whom we are aware. GWA shall not be liable for any reason for the failure of any vendor to register with GWA and provide accurate and complete contact information.**

R. BID ENVELOPE.

Bid envelopes shall be sealed and marked with the bidder's name and GWA's Invitation for Bid Number.

S. FORM OF BID.

One (1) original hard copy, two (2) complete hard copies and one (1) electronic copy of the bid must be submitted. The original bid must be signed in ink by a person authorized to submit bids on behalf of the bidder. All bids shall be submitted entirely in English (including brochures).

The electronic copy of the bid shall be submitted on a compact disk ("CD"). All documents shall be in ".pdf" format. Electronic bids shall constitute an exact replica of the original hard copy of the bid that is being submitted.

T. MODIFICATION / ALTERATION.

After the opening of bids, GWA or its designee(s) may conduct discussions with bidders that have submitted valid bids for the purpose of clarification to provide GWA with a full understanding as to the responsiveness and capabilities of the proposed bidder in meeting the requirements of the bid. In conducting discussions there shall be complete confidentiality of any information derived from bids submitted by competing bidders.

U. MODIFICATION OR WITHDRAWAL OF BIDS.

Bids may be modified or withdrawn at any time prior to submission, as otherwise provided herein or by the Guam Procurement Code.

V. CONTACT FOR CONTRACT NEGOTIATION.

All vendors are required to designate a person whom GWA may contact for prompt negotiation.

NAME: _____ TITLE: _____

_____

ADDRESS: _____ TELEPHONE: ____

_____

W. AWARD OF CONTRACT AND NEGOTIATION (IF APPLICABLE).

The lowest responsible bidder may be required to enter into a contract with GWA on terms and conditions acceptable to GWA. If the services are to be secured via Purchase Order, the bidder must still comply with all applicable laws, bid requirements and directives from GWA regardless of whether or formal "contract" has been issued.

The bidder who submits the lowest responsible bid for the required services or supplies may be required to enter into a contract within twenty (20) days following Bidder's receipt of the Notice of Award of Bid. Contract negotiations will be directed toward: (1) making certain that the bidder has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services; and (2) determining that the bidder will make available the necessary personnel and facilities to perform the services within the required time. Bidders will be required to follow all laws applicable to this bid at all times and the Bidder is responsible for ascertaining what laws are applicable to this bid.

X. NOTICE OF AWARD.

Written notice of award will be public information and made a part of the procurement file.

Y. CERTIFICATION AGAINST THE EMPLOYMENT OF CONVICTED SEX OFFENDERS.

All vendors must complete and fill out a Certification Against the Employment of Convicted Sex Offenders (part of bid packet – if not present, make sure you ask for one).

Z. TERMINATION OF BID.

After opening, but prior to award, GWA may terminate the bid in whole, or in part if:

1. It is in the best interest of GWA to do so.
2. The goods or services being sought are no longer required.
3. Bid amounts exceed available funding.
4. No bidder is qualified.

IV. SPECIAL TERMS AND CONDITIONS

Note, these special terms and conditions apply in the event that GWA uses a purchase order. However, in the event a formal contract is entered into, the terms of the Contract shall control in the event of a conflict between these terms and conditions and the contract.

D. GENERAL COMPLIANCE WITH LAWS.

The Bidder is required to comply with all Federal and territorial laws and ordinances applicable to the work and it is the responsibility of the Bidder to examine all necessary laws, rules, regulations and guidelines to determine its duties thereunder. Bidder shall attach a copy of appropriate business license or an affidavit executed under penalty of perjury that indicates that Bidder is exempt under Guam law (must include legal citations proving exemption).

E. ACCESS TO RECORDS AND OTHER REVIEW.

The Bidder, including his subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by GWA.

Each subcontract by Bidder pursuant to this agreement shall include a provision containing all of the conditions of this Special Terms and Conditions Section.

F. OWNERSHIP OF DOCUMENTS.

All briefs, memoranda and other incidental Bidder work or materials furnished hereunder shall be and remain the property of GWA including all publication rights and copyright interests, and may be used by GWA without any additional cost to GWA.

D. INDEMNITY.

Bidder agrees to save and hold harmless the CCU, GWA, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage to the extent arising or growing out of the negligent acts or omissions of the Bidder, Bidder's officers, agents (including subcontractors), servants or employees under this agreement.

E. CHANGES.

GWA may at any time, by written order make any change in the services to be performed hereunder. If such changes cause a material increase or decrease in the costs of doing the work under this agreement, or in the time required for this performance, an equitable adjustment shall be made and the agreement shall be modified in writing accordingly to the provisions of the Guam Procurement Law and Procurement Rules and Regulations pertaining to price adjustments.

F. TERMINATION.

TERMINATION FOR DEFAULT:

(1). Default. If the Bidder refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any

other substantial breach of this contract as determined by GWA, then GWA may notify the Bidder in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by GWA. GWA may terminate the Bidder's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part GWA may procure similar services in a manner and upon terms deemed appropriate by GWA. The Bidder shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar services.

(2) Bidder's Duties. Notwithstanding termination of the contract and subject to any directions from GWA, the Bidder shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Bidder in which GWA has an interest.

(3) Compensation. Payment for completed services delivered and accepted by GWA shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the Bidder and GWA; if the parties fail to agree, GWA shall set an amount subject to the Bidder's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. GWA may withhold from amounts due the Bidder such sums as GWA deems to be necessary to protect GWA against loss because of outstanding liens or claims of former lien holders and to reimburse GWA for the excess costs incurred in procuring similar goods and services.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-contractor(s) of Bidder, the Bidder shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Bidder to make progress in the prosecution of the work hereunder which endangers such performance) if the Bidder has notified GWA within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the government of Guam and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress due to such causes similar to those set forth above, the Bidder shall not be deemed to be in default, unless the services to be furnished by the sub-contractor were reasonably obtainable from other sources in sufficient time to permit the Bidder to meet the contract requirements. Failure of the sub-contractor to perform for reasons other than cited above shall constitute a default of the Bidder unless cured by Bidder with a reasonable time. Upon request of the Bidder, GWA shall ascertain the facts and extent of such failure, and, if GWA determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Bidder's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of GWA and the government of Guam under the laws of Guam.

(5) Erroneous Termination for Default. If, after notice of termination of the Bidder's right to proceed under the provisions of this clause, it is determined for any reason that the Bidder was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection C, below.

(6) Additional Rights and Remedies. The rights and remedies provided in this clause

are in addition to any other rights and remedies provided by law or under this contract

TERMINATION FOR CONVENIENCE:

(1) Termination. GWA may, when the interest of GWA so requires, terminate this contract in whole or in part, for the convenience of GWA. GWA shall give written notice of the termination to the Bidder specifying the part of the contract terminated and when termination becomes effective.

(2) Bidder's Obligations. The Bidder shall incur no further obligations in connection with the terminated work and on the dated set in the notice of termination the Bidder will stop work to the extent specified. The Bidder shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Bidder shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. GWA may direct the Bidder to assign the Bidder's right, title, and interest under terminated orders or subcontracts to GWA. The Bidder must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Work Product. Upon termination of the contract for the convenience of GWA or for any other reason, Bidder shall transfer title and deliver to GWA all documents and reports, plans, drawings, information and other material produced by Bidder or any of its sub-contractors in connection with the performance of this contract. The Bidder shall protect and preserve property in its possession or in the possession of any of its sub-contractors in which GWA has an interest.

(4) Compensation.

(a) The Bidder shall submit a termination claim specifying the amount due because of the termination for convenience together with cost or pricing data to the extent required by 2 G.A.R. § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Bidder fails to file a termination claim within one year from the effective date of termination, GWA may pay the Bidder, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) GWA and the Bidder may agree to a settlement provided the Bidder has filed a termination claim supported by cost or pricing data to the extent required by 2 G.A.R. § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GWA and the contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (2) of this Paragraph, GWA shall pay the Bidder the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph:

(i) contract prices for services accepted under the contract;

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

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;

(iv) the reasonable settlement costs of the Bidder including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. Attorney's fees if for any reason it files suit against the government must be paid by the Bidder. The total sum to be paid the Bidder under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Bidder reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

G. SEVERABLE PROVISIONS.

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions.

I. GOVERNING LAW.

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam. Moreover, any and all actions governing this agreement shall be brought in either the Guam Superior Court or the Guam District Court if applicable.

I. EFFECTIVE DATE OF AGREEMENT.

Any agreement under this Bid shall take effect upon the date said agreement is signed by the GWA General Manger (who shall sign last). Agreements under this provision includes Purchase Orders in the absence of a formal written contract.

J. GOVERNMENT NOT LIABLE.

1. GWA assumes no liability for any accident or injury that may occur to the Bidder, his or her agents, dependents, or personal property while en route to or from Guam or during any travel mandated by the terms of this agreement.

2. GWA shall not be liable to Bidder for any work performed by the Bidder prior to the written and signed approval of this Agreement by the General Manager for GWA and the Bidder hereby expressly waives any and all claims for service performed in expectation of this agreement prior to its signature of the General Manager.

K. ASSIGNMENT.

An assignment of any portion of the performance required under this Bid is not valid unless written approval is first obtained from GWA. Requests for approval of the right to assign any portion of the contract or obligation, if awarded, must be made in writing and submitted with the bid. No other requests for assignment will be accepted.

L. LIQUIDATED DAMAGES.

By submitting a bid, the Bidder agrees to commence work on the date to be specified in a written "Notice to Proceed" from GWA and to fully complete the project within the allotted time thereafter. In the event that the Bidder fails to complete the work called for in the bid, fails to provide the goods or services in the allotted time, then Bidder shall pay to GWA ¼ of 1% of the total bid price per day as liquidated damages for the non-performance as specified by the Guam Code Annotated. The liquidated damages herein are not a penalty, but rather a reasonable estimate by GWA of the loss it would suffer as a result of non-performance.

M. ALL OR NONE BID.

All-or-none bid is an invitation to bid for more than one, or a list of Items or Services for which a partial award would not be made.

All-or-none bids will be considered only if bidder quoted prices on all items requested.

V. SPECIAL PROVISIONS

1. Bid and Performance Bond Requirements:

All bidders are required to submit bid security in the amount of **15%** of their total bid amount which must also indicate that the security is not only for a bid bond, but also for performance under this Bid as required by 5 G.C.A. 5312. Failure to submit a proper bid bond will cause the bid to be rejected.

As required by law, the bid security shall not be released upon award of the bid, but instead shall continue in full force and effect until after delivery of the supplies or services required by the contract awarded to the contractor under the associated Invitation for Bid is completed to secure the faithful performance under this Bid (**e.g., until warranty period has ended as any warranty is a service provided in conjunction with the delivery of goods**).

THE BID/PERFORMANCE GUARANTEE MAY BE IN THE FORM OF:

a. Cashier's Check or Certified Check
b. Letter of Credit
c. Surety Bond – Valid only if accompanied by:
   i. Current Certificate of Authority;
   ii. Power of Attorney issued by the Surety to the Resident General Agent;

iii. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf

2. **Performance Bond**: see Section 1 above.

3. **Contract Terms:**

GWA may enter into a contract on terms acceptable to GWA which shall commence upon vendor's acknowledged receipt of a Notice to Proceed from GWA. The initial term of the contract shall be for a period of three (3) years with an option to renew annually for two additional years. The basis for the multiple year contract is to enhance efficiency, consistency in testing and overall value. The contracts and any extensions thereto are subject to the availability of funds.

4. **Failure To Submit Required Documentation.**

Failure by Contractor to submit the required information or data will be cause to declare the bidder as non-compliant with the bid. Any declaration of non-compliance shall be at the sole discretion of the General Manager of the Guam Waterworks Authority.

5. **Shipping and Cost:**

Total cost must include CIF delivery to GWA's Laboratory Facility located in Upper Tumon, Guam. The bid cost will be broken down as to the Scope of Work. All cost submitted will be fixed for the duration of the sampling and analysis period. Cost of sampling bottles with preservative, shipping containers with appropriate ice packs, and the cost of shipping the samples to the laboratory must be included in the bid cost, per parameter to be analyzed.

Total cost must include CIF and delivery *(see No. 6 below)

6. **Delivery:**

The vendor will be responsible for all cost and all risks associated with the provision of these goods until delivery is made and the items are formally accepted by GWA. All goods shall be delivered to Guam Waterworks Authority at GWA's Laboratory Facility Upper Tumon, Guam.

7. GWA reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or service discrepancies and to award the bid in the best interest of Guam Waterworks Authority.

These specifications were approved and/or prepared by Miguel C Bordallo, P.E General Manager, and hereby constitute the findings and determinations of the General Manager.

Required Forms follow:

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NON-COLLUSION AFFIDAVIT

Guam)
)ss:
Tamuning)

I, _____ first being duly sworn, depose and say:
(Name of Declarant)

1. That I am the _____ of _____.
(Title) (Name of Company or Person Bidding/RFP

2. That in making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder/offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or to refrain from bidding or submitting a proposal and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to secure any overhead, project or cost element of said bid price, or of that of any bidder, or to secure any advantage against the GUAM WATERWORKS AUTHORITY or any person interested in the proposed contract; and

3. That all statements in said proposal or bid are true.

4. This affidavit is made in compliance with 2 G.A.R. § 3126(b).

So sayeth _____
(Declarant)

Signed on this ____ day of _____ 201___, before me a Notary Public in and for Guam, personally appeared _____, known to me to be the authorized representative of _____, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of _____, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

) Seal (

Notary Public

CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS

Pursuant to Guam Public Law 28-24, as amended by Guam Public Law 28-98, if a contract for services is awarded to the bidder or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

I, _____ being a duly authorized representative acknowledge the
(print name)

directive as describe above and ensure the Bid Proposal as submitted addresses the directive.

_____
(Company Name)

_____
(Title)

_____ _____
(Signature) (Date)

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MAJOR SHAREHOLDER DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM }
}
HAGATNA, GUAM }

I, the undersigned _____, being first duly sworn, depose and says:

1. That the persons who have held more than ten percent (10%) of the company's share during the past twelve months preceding the submission of the bid are as follows **(if none, so state):**

NAME	ADDRESS	PERCENTAGE OF SHARES HOLD

TOTAL NUMBER OF SHARES_____

2. Persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for which this affidavit is submitted are as follows:

NAME	ADDRESS	AMOUNT OF COMMISSIONS, GRATUITY OR OTHER COMPENSATION

Further, affiant sayeth naught.

Date: _____ _____

Signature of individual if bidder is a sole proprietorship; partner, if the bidders is a partnership; officer, if the bidder is a corporation (or other authorized person).

Subscribed and sworn to before me this ____day of _____, 201__.

Notary Public
In and for the Territory of Guam
My commission expires

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BID AND PERFORMANCE BOND FOR GOODS AND SERVICES AS REQUIRED UNDER 5 G.C.A. § 5212

KNOW ALL MEN BY THESE PRESENTS, that

_____
(Name of Contractor)
as Principal, herein after called the Principal and

_____
(Name of Surety)
as duly admitted insurer under the laws of the Territory of Guam, as Surety, hereafter called the Surety, are held and firmly bound unto the Guam Waterworks Authority for the sum of_____Dollars ($_____), for payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents:

WHEREAS, the Principal has submitted a bid for and is anticipated to enter into a contract in the amount specified below, _____
_____

NOW, THEREFORE, if the Guam Waterworks Authority shall accept the bid and the Principal shall not withdraw said bid within (120) calendar days after the opening of bids, and shall within twenty one (21) calendar days after the prescribed forms are presented to him for signature, enter into a Contract with the Guam Waterworks Authority in accordance with the terms of such bid. This bond shall also be held by the Guam Waterworks Authority to secure the faithful performance of such Contract and for the prompt payment of labor, goods, services and materials furnished in the prosecution thereof. In the event of the failure of the Principal to enter into such Contract, or if the Principals (Contractor) fails to perform in accordance with the requirements set out under the Bid or any other written instrument requirement performance thereunder, the Surety, on behalf of the Principals shall pay to the Guam Waterworks Authority the differences not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Guam Waterworks Authority may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if the contractor shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

A. The Surety hereby waives notice of any alteration or extension of the time made by the Authority provided the same is within the scope of the Contract or any modification thereto.

B. Whenever the contractor shall be and is declared in default by the Authority to be in default under the Contract, the Authority having performed its obligations hereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Authority and the Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the Authority, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts or completion arranged under this paragraph) sufficient funds to pay the cost of completion, less than balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph shall mean the total amount payable by the Authority to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Authority to Contractor. No right of action shall accrue on this bond to or for use of any person or corporation other than the Authority or successors of the Authority.

C. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

D. The above named Contractor and Surety hereby jointly and severally agree with the Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date of which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment to final judgment for such sum or sums as may be justly due the claimant, and have execution thereon. The Authority shall not be liable for the payment of any costs or expenses of any such suit.

E. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the contractor, shall have given written notice to any two (2) of the following entities named below:

(a) the Contractor; (b) the Guam Waterworks Authority, or (c) the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor at any place the principal maintains an office or conducts its business.

2. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.

3. Other than in a court of competent jurisdiction in and for the Territory of Guam.

F. The amount of the bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SIGNED AND SEALED THIS _____ day of _____, 20___ , A.D.

IN THE PRESENCE OF:
(Note: If the Principals are Partners, each must execute the Bond)

_____	_____
(WITNESS)	(CONTRACTOR) (SEAL)
_____	_____
(TITLE)	(TITLE)
_____	_____
(MAJOR OFFICER OF SURETY)	(MAJOR OFFICER OF SURETY)
_____	_____
TITLE)	(TITLE)

_____
(RESIDENT GENERAL AGENT)

DRAFT FORMAL CONTRACT

Bidders are notified they will be subject to these terms and conditions and as a condition of the submitting a bid, agree to the terms contained herein

THIS AGREEMENT AND FORMAL CONTRACT is made and entered into this _____day of _____, 2018 by and between the **GUAM WATERWORKS AUTHORITY** ("GWA"), whose business address is 688 Route 15, Mangilao, Guam, 96913, and _____ **("Bidder"),** whose mailing address is _____ licensed to conduct business on Guam and having Guam business license Nos. _____.

WITNESSETH, that whereas, GWA intends to purchase _____ for the purpose of _____ as identified in GWA Bid No. _____.

NOW THEREFORE, GWA and the Bidder for the considerations hereinafter set forth herein and in other documents associated with the performance hereunder, agree as follows:

SECTION 1. THE BIDDER AGREES:

To provide all of the goods and services specified in GWA IFB No. _____ at the prices specified in the bid. Bidder agrees to maintain all time all licenses, labor, insurance, material, equipment, tools and services necessary to perform and comply with this Contract and the Contract Documents as defined in Section 3 herein. Bidder also understands that it is responsible for all taxes and fees which may be due relative to payment or performance hereunder (including but not limited to, all employee, corporate and gross receipt taxes). GWA reserves the right to amend this Agreement or request a change order, but the right is subject to the mutual agreement of both parties and all amendments or change orders shall be in writing signed by both parties.

(a) CONTRACT TIME: The Bidder agrees to commence work under this contract upon written notice to proceed and to provide the services as specified in the Bid Documents in the time, place and manner provided in the Bid Documents (as amended). Bidder agrees by placing their signature hereto that they have been placed on notice that the provision of the goods and services hereunder is necessary to protect the public health and that time is always of the essence.

(b) SUB-BIDDERS: The Bidder agrees to bind every sub-Bidder to the terms of the Contract Documents. Bidder further agrees that no sub-Bidder Bidder may be allowed to perform in any fashion whatsoever under this contract until such time as the express written approval of GWA is obtained. The Contract Documents shall not be construed as creating any contractual relation between a sub-Bidder and the Guam Waterworks Authority.

/

SECTION 2. GWA AGREES:

To pay, and the Bidder agrees to accept in full payment for the performance of this Contract, the amount of _____. (add other explanation if necessary). GWA agrees to pay approved invoices on a net 30 day basis. In the event GWA does not pay an invoice approved by GWA within sixty (60) days, GWA agrees to pay Bidder six (6) percent interest on such overdue payments.

Any adjustment in contract price pursuant to clauses in this contract shall be made in one or more of the following ways:

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or

(e) in the absence of an agreement between the parties, by a unilateral determination by the GWA General Manager of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the GWA General Manager in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions under Title 5, Chapter 5 of the Guam Code Annotated (Legal and Contractual Remedies).

For any request for a price adjustment, the Bidder shall submit cost or pricing data for any price adjustments subject to the provisions of 2 G.A.R. § 3118 of the Guam Procurement Regulations. Please note, fixed price bids of one year or less shall not be modified by GWA except in extreme circumstances (e.g., factory has burned down, massive increases in shipping costs, etc.)

SECTION 3. CONTRACT DOCUMENTS:

It is hereby mutually agreed that the following list of instruments, plans, specifications and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the Contract Documents, all of which are made a part hereof, and collectively evidence and constitute the Contract between the parties, hereto, and they are as fully a part of this Agreement as if they were set out verbatim and in full herein, and are designated as follows:

a. Invitation to Bid
b. Instructions to Bidders
c. Bid
d. Form of Non-Collision Affidavit
e. Bid Bond
f. Certification of Bidders Regarding Equal Employment Opportunity

g. Formal Contract (which shall control in the event of conflict between this and any other contract document)
h. Performance Bond
i. Payment Bond
j. General Provisions
k. Special Provisions
l. Technical Specifications
m. Plans
n. Addenda/Amendments
o. Answers to Questions (if GWA determines they are applicable).

SECTION 4. LIQUIDATED DAMAGES:

The Bidder further agrees to pay to GWA the amounts stated in the bid for failing, neglecting or refusing to complete the work within the time herein specified and said sum shall be paid for each consecutive calendar day therefore that the Bidder shall be in default after the time stipulated in the Contract for completing the work, ready for use and/or operations. Sundays and legal holidays will be excluded in determining the number of days in default.

SECTION 5. COVENANT AGAINST CONTINGENT FEES:

The Bidder warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warrant shall give GWA the right to terminate the contract, or at its direction, deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by Bidders upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business.

SECTION 6. OTHER CONTRACTS:

GWA may award other contracts for additional work, and the Bidder shall fully cooperate with such other Bidders and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Bidder shall not commit or permit any act which will interfere with the performance of work by any other Bidder.

SECTION 7. DISPUTES:

Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the GWA General Manager whose decision shall be final and conclusive upon the parties thereto. In the meantime, the Bidder shall diligently proceed with the work as directed. However, the final decision of the GWA General Manager is appealable to the Guam Public Auditor as provided under 5 G.C.A. § 5427(e).

SECTION 8. DIFFERING SITE CONDITIONS.

The Bidder accepts the conditions at the work site as they eventually may be found to exist and warrants and represents that the contract can and will be performed under such conditions, and that

all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the Bidder's own cost and expense, anything in this contract to the contrary notwithstanding.

SECTION 9. CONTRACT BINDING:

It is agreed that this Contract and all the Covenants hereof shall insure to the benefit of and binding upon GWA and the Bidder respectively and his parties, successors, assignees and legal representative. Neither GWA nor the Bidder shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

It is hereby mutually agreed by and between the parties hereto that no mechanic, Bidder, subBidder, material man or other person can or will contract for or in any other manner have or acquire any lien upon the binding or works covered by this contract, or the land upon which the same is situated.

SECTION 10. GWA NOT LIABLE:

A. GWA, its officers, agents, employees and governing board assumes no liability for any accident or injury that may occur to the Bidder, Bidder's agents, employees, or to Bidder's property while on the job or otherwise en route to or from the job during any travel required by the terms of this agreement.

2. GWA, its officers, agents, employees and governing board shall not be liable to Bidder for any work performed by the Bidder prior to the written and signed approval of this Contract by the General Manager for GWA and the Bidder hereby expressly waives any and all claims for service performed in expectation of this agreement prior to its signature of the General Manager.

SECTION 11. NOTICES:

All notices between the parties shall be in writing and shall be deemed served when personally delivered or when deposited in the mail, registered or certified, first-class postage prepaid, addressed as follows:

To: **GUAM WATERWORKS AUTHORITY**
Miguel C. Bordallo, P.E.
GWA General Manager
688 Route 15,
Mangilao, Guam, 96913

To: **BIDDER**

SECTION 12. TERMINATION:

Section 12.1 – Termination For Default:

(1) Default. If the Bidder refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, GWA may notify the Bidder in writing of the delay or non-performance and if not cured in five (5) working days or any longer time specified in writing by the GWA, GWA may terminate the Bidder's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the GWA may procure similar services in a manner and upon terms deemed appropriate by the GWA. The Bidder shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar services.

(2) Bidder's Duties. Notwithstanding termination of the contract and subject to any directions from the GWA, the Bidder shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Bidder in which GWA has an interest.

(3) Compensation. Payment for completed services delivered and accepted by the government and GWA shall be at the contract price. GWA may withhold from amounts due the Bidder such sums as the GWA deems to be necessary to protect GWA against loss because of outstanding liens or claims of former lien holders and to reimburse the GWA for the excess costs incurred in procuring similar goods and services (including the provision of these goods and services by GWA personnel). In addition, in the event of a breach on the part of the Bidder, GWA shall be due liquidated damages in the amount of $4,500 per day to compensate GWA for the costs incurred by attributable to Bidder's delay, breach or non-performance.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-Bidder(s) of Bidder, the Bidder shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Bidder to make progress in the prosecution of the work hereunder which endangers such performance) if the Bidder has notified the GWA within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress due to such causes similar to those set forth above, the Bidder shall not be deemed to be in default, unless the services to be furnished by the Bidder (or sub-Bidder) were reasonably obtainable from other sources in sufficient time to permit the Bidder to meet the contract requirements. Failure of the Bidder (or sub-Bidder) to perform for reasons other than cited above shall constitute a default of the Bidder unless cured by Bidder with a reasonable time. Upon request of the Bidder, GWA shall ascertain the facts and extent of such failure, and, if GWA determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Bidder's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the GWA and the government of Guam under the laws of Guam.

(5) Erroneous Termination for Default. If, after notice of termination of the Bidder's right to proceed under the provisions of this clause, it is determined for any reason that the Bidder was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection C, below.

(6) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Section 12.2 – Termination For Convenience:

(1) Termination. GWA may, when the interest of the government so requires, terminate this contract in whole or in part, for the convenience of the government or GWA (including the provision of services by any sub-Bidder of the Bidder). GWA shall give thirty (30) days advance written notice of the termination to the Bidder specifying the part of the contract terminated and when termination becomes effective.

(2) Bidder's Obligations. The Bidder shall incur no further obligations in connection with the terminated work (except in the case of SubBidders where the Bidder is solely liable to GWA for their acts and/or non-performance or breach under this agreement) and on the date set in the notice of termination the Bidder will stop work to the extent specified. The Bidder shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Bidder shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. GWA may direct the Bidder to assign the Bidder's right, title, and interest under terminated orders or subcontracts to GWA. The Bidder must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Work Product. Upon termination of the contract for the convenience of the government or GWA or for any other reason, Bidder shall transfer title and deliver to GWA all documents and reports, plans, drawings, information and other material produced by Bidder or any of its sub-Bidders in connection with the performance of this contract. The Bidder shall protect and preserve property in its possession or in the possession of any of its sub-Bidders in which the GWA or the Government of Guam has an interest.

(4) Compensation.

(a) The Bidder shall submit a termination claim specifying the amount due because of the termination for convenience together with cost or pricing data to the extent required by § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Bidder fails to file a termination claim within one year from the effective date of termination, GWA may pay the Bidder, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) GWA and the Bidder may agree to a settlement provided the Bidder has filed a termination claim supported by cost or pricing data to the extent required by § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the

total contract price plus settlement costs reduced by payments previously made by the GWA and the contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (2) of this Paragraph, GWA shall pay the Bidder the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph:

(i) contract prices for services accepted under the contract;

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

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;

(iv) the reasonable settlement costs of the Bidder including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the Bidder under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Bidder reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

SECTION 13. SEVERABLE PROVISIONS:

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions. The terms of this Contract shall control in the event of any conflict between this Contract and any other document incorporated or referenced herein.

SECTION 14. GOVERNING LAW AND VENUE:

The validity of this agreement, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam. Moreover, any and all actions governing this agreement shall be brought in the Superior Court of Guam or the Guam District Court if applicable.

SECTION 15. OWNERSHIP OF DOCUMENTS:

All briefs, memoranda and other incidental Bidder work or materials furnished hereunder shall be and remain the property of GWA including all publication rights and copyright interests, and may be used by GWA without any additional cost to GWA.

SECTION 16. INDEMNITY:

Bidder agrees to save and hold harmless GWA, its board members, officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Bidder, Bidder's officers, agents (including sub-bidders), servants or employees under this Agreement.

SECTION 17. GENERAL COMPLIANCE WITH LAWS:

The Bidder agrees that Bidder is to comply with all Federal and territorial laws, rules, regulations and ordinances applicable to the work being performed hereunder. Bidder shall attach a copy of appropriate business license or an affidavit executed under penalty of perjury that indicates that Bidder is exempt under Guam law (must include legal citations proving exemption).

SECTION 18. ACCESS TO RECORDS AND OTHER REVIEW:

The Bidder, including his sub-bidders, if any, shall maintain copies of all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the Guam Waterworks Authority. All originals of any documents related to this Contract shall be provided to GWA as soon as possible, but not later than one day prior to the conclusion of this Agreement. Each subcontract by Bidder pursuant to this agreement shall include a provision containing the conditions of this Section.

SECTION 19. SCOPE OF AGREEMENT.

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to retaining the services of Bidder by the GWA and contains all of the covenants and terms between the parties with respect to such this project. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement and addenda will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and of the entire agreement, the signature of the General Manager for the Guam Waterworks Authority (or his designee) is the only signature that will bind the GWA.

SECTION 20. RESPONSIBILITY OF BIDDER.

In addition to the other requirements set forth in the bid and this Contract, the Bidder shall be responsible for the professional and technical accuracy of all work and materials furnished under

this contract. The Bidder shall, without additional cost to GWA, correct or revise all errors or deficiencies in his/her work.

GWA's review, approval, acceptance of, and payment for goods, fee, or for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the Bidder's failure of performance of this contract and the Bidder shall be and remain liable to the GWA for all costs of any kind which may be incurred by the GWA as a result of the Bidder's negligent or erroneous performance of any of the services performed under this contract. GWA shall continue to remain liable for its own negligent acts and those of its employees and its failure to perform as provided under this agreement.

SECTION 21. CHANGE ORDERS.

By written order, at any time, and without notice to Bidder's surety, GWA may, subject to all appropriate adjustments, make changes within the general scope of work of this Contract in any one or more of the following:

1. Drawings, designs or specifications, if the supplies, goods or services to be furnished are to be specifically manufactured for GWA in accordance therewith;
2. Method of shipping or packing; or
3. Place of delivery.

If any such change order increases or decreases the Bidder's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Contract.

Failure of the parties to agree to an adjustment shall not excuse the Bidder from proceeding with the Contract as changed, provided that GWA promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the Bidder shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

Within 30 days after receipt of a written change order, unless such period is extended by GWA in writing, the Bidder shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Bidder's claim unless GWA is prejudiced by the delay in notification. No claim by the Bidder for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Contract.

In the absence of such a change order, nothing in this clause shall be deemed to restrict the Bidder's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled "Claims Based on Acts or Omissions by GWA" of this Contract.

SECTION 22. STOP WORK ORDERS.

GWA may by written order to the Bidder, at any time, and without notice to any surety, require the Bidder to stop all or any part of the work called for in the Contract. This order shall be for a

specified period not exceeding ninety (90) days after the order is received by the Bidder, unless the parties agree to any longer period. Upon receipt of the order, the Bidder shall comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties have agreed, GWA shall either cancel the work order or terminate the work covered by the order as provided under the Termination for Default or Termination for Convenience Clauses contained in this contract.

If a stop work order issued under this clause is cancelled at any time during the period specified in the order, of the period of the order or any extension thereof expires, the Bidder shall have the right to resume work. An appropriate adjustment shall be made to the delivery schedule or Bidder only if: (a) the stop work order results in an increase in the time required for performance or the Bidder's cost; **and** (b) if the Bidder asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if GWA decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract. If a stop work order is not cancelled and the work covered by the order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed pursuant to the price adjustment clause of this Contract.

SECTION 23. CLAIMS BASED ON ACTS OR OMISSIONS BY GWA.

If any action or omission on the part of GWA requiring performance changes within the scope of the contract constitutes the basis for a claim by the Bidder for additional compensation, damages, or an extension of time for completion, the Bidder shall continue with performance of the contract in compliance with the directions or orders of GWA, but by so doing, the Bidder shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(a) the Bidder shall have given written notice to GWA:

(i) prior to the commencement of the work involved, if at that time the Bidder knows of the occurrence of such action or omission;

(ii) within 30 days after the Bidder knows of the occurrence of such action or omission, if the Bidder did not have such knowledge prior to the commencement of the work; or

(iii) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that the Bidder regards the act or omission as a reason which may entitle the Bidder to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such

omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

(b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the Bidder believes that additional compensation, damages, or an extension of time may be remedies to which the Bidder is entitled; and

(c) the Bidder maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
Nothing herein contained, however, shall excuse the Bidder from compliance with any rules of law precluding any GWA official or its Bidders from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

SECTION 24. EFFECTIVE DATE OF THIS CONTRACT.

This agreement shall take effect upon the date it is signed by both the General Manger and the Bidder and the date of this agreement shall be when the General Manager affixes his signature.

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IN WITNESS WHEREOF the parties hereto have executed this contract as of the day and year first written.

GUAM WATERWORKS AUTHORITY:	**BIDDER:**
_____	_____
Miguel C. Bordallo GWA General Manager	Bidder's Authorized Representative
Date:_____	Date:_____
Certified Funds Available:	Approved as to Form:
_____	_____
Certifying Officer Guam Waterworks Authority	Kelly O. Clark General Counsel, GWA

Date:_____ Date:_____

Guam Business License or Certificate of Authorization No.: _____.

Contract No.: _____ Vendor No.:_____

Contract Amount: _____ Certifying Officer: _____

Amount Certified: _____ Date:_____

Source of funding:_____

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CORPORATE OR PARTNERSHIP CERTIFICATION
AS TO AUTHORIZATION TO BIND

I, _____certify that I am the Secretary of the corporation or managing partner named as Bidder herein; that _____ who signed this contract on behalf of the Bidder, was then _____ of said corporation/partnership by authority of said corporation of its governing body, and is within the scope of its corporate/partnership powers to bind said corporation/partnership to the terms and conditions of this Contract.

Signed:_____
Corporate Secretary

Date:_____

(CORPORATE/PARTNERSHIP SEAL)

* * * * * * * **END OF CONTRACT** * * * * * * *

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**

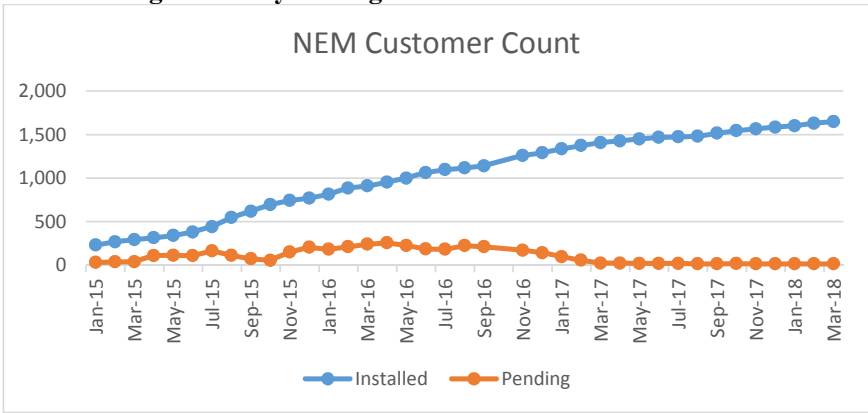
DATE: **April 20, 2018**

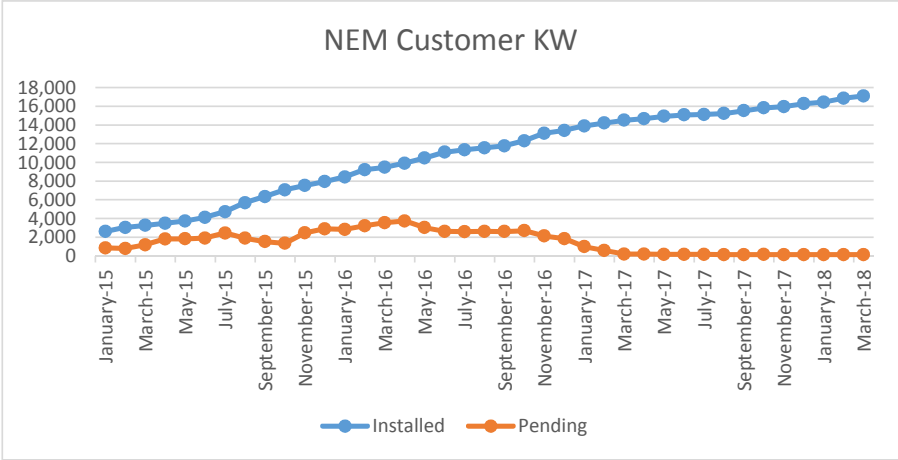
SUBJECT: **General Manager's Report**

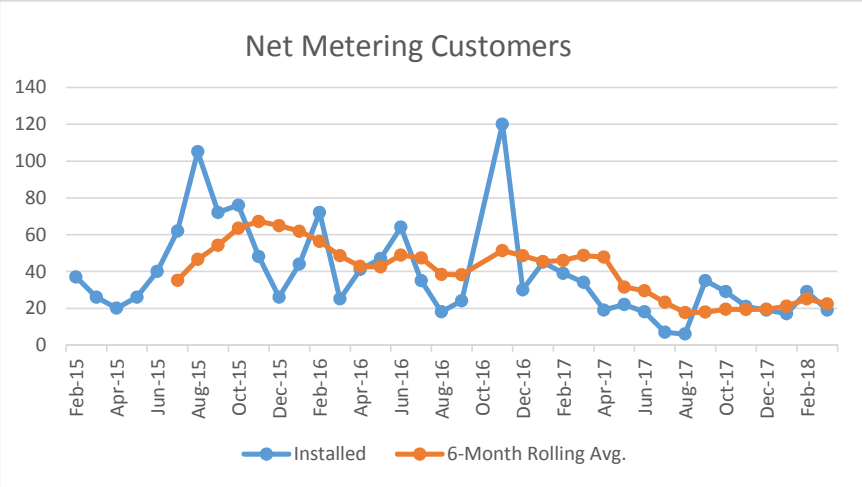
1. **Generation System Update:** The following summarizes the expected generation capacity situation for May 2018. The peak demand for May is estimated at 254 MW. GPA is scheduling the chemical cleaning of the Cabras 1 steam boiler for the end of May. The system is now heading into the higher peak months of the summer. Last year, the peak demand was 261 MW on August 1, 2017.

May 2018 Projected Capacity:	**373 MW**
May 2018 Projected Demand	**254 MW**
Projected Reserve Margin	**119 MW**

2. Net Metering Summary Ending March 2018:







3. Renewable Energy Production Summary Thru March 2018:

Energy Production Source:	Kwh	Oil Barrels Avoided	Fuel Cost Avoided
NRG Total Production beginning Oct 2015	120,289,445	201,126	$11,061,931
Net Metering Estimated Production beginning Jan 2015	59,160,124	98,917	$5,440,421
Wind Power Production beginning Jan 2016	895,916	1,498	$82,389
Renewables Total:	**180,345,485**	**301,541**	**$16,584,741**

4. Demand Side Management (DSM) Program Expenses Thru March 2018.

All Expenses – Fiscal Year

Description	FY16	FY17	FY18 as of March 31	Total to Date
Regular/OT Pay	$11,348.80	$22,256.00	$9,540.94	$43,145.74
Other Contractual	$28,278.50	$73,010.05	$2,885.00	$104,173.55
Bank Fees	$155.00	$1,032.06	$190.00	$1,377.06
Paid Rebates– Split AC	$154,700.00	$557,275.00	$552,925.00	$1,264,900.00
Paid Rebates– Central AC	$3,400.00	$8,200.00	$800.00	$12,400.00
Paid Rebates– Washer/Dryer	$2,800.00	$7,425.00	$3,800.00	$14,025.00
Total Expenses	$200,682.30	$669,198.11	$570,140.94	$1,440,021.35

SUMMARY

DESCRIPTION	AMOUNT
Initial DSM Budget FY'16	$1,806,014.00
Interest Income as of Mar 18	$3,900.94
Total Expense	$1,440,021.35
Ending Balance as of Mar 18	$369,893.59
Addtl. Budget: Approved (FY'18)	$1,139,189.00
Total Ending Balance as of Apr 18:	**$1,509,082.59**

5. **Net Metering Customer Credit Recommendation:** The last public hearing on Net Metering was conducted on April 18, 2018. Marianas Renewable Energy presented their Value of Solar Study. GPA will now proceed in providing the CCU with its analysis and recommendation at the May work session.

6. **Phase II Renewables:** The PUC has approved the entire 120 MW of PV Renewables by KEPCO and HANWHA. GPA would now proceed to sign a Power Purchase Agreement with each of these companies.

7. **Phase III Renewables Bid**: The bid has been issued. The bid request is for about 40MW of solar PV renewables to be constructed on Navy leased land. The energy produced would be stored in batteries during the day and released at nighttime to meet peak time load. The technical proposals are required by June 19, 2018. The opening date of prices of acceptable technical proposals has been set for August 1, 2018.

8. **PUC March 29, 2018 regular meeting resulted in the following:**
    - **Docket 18-06, Petition to Approve Phase II Renewable Award to KEPCO-LG CNS Consortium (approved)**
    - **Docket 18-08, Petition to Approve Phase II Renewable Award to HANWHA ENERGY CORPORATION (approved)**
    - **GPA Docket 18-09, Petition to Increase EPCM Contract (approved $600,000)**
    - **GPA Docket 18-10, Petition to Approve Contract Extension for Tristar Terminals Guam, Inc. (Dock Fees approved; Pipeline part require additional information)**
    - **GPA Docket 18-11, Petition to Approve GPA's Use of Bond Financing Savings for GPA's "Bringing Energy Savings to Schools" (BESTS) and Demand Side Management Program (approved)**

    Dockets to be considered at the April 26th PUC meeting:
    - **GPA Docket 18-12, Petition to Approve Invitation for Bid (IFB) for Property Insurance**
    - **GPA Docket 18-13, Petition to Approve the Piti 8 & 9 Contract Extension with Marianas Energy Corporation**

9. **New Power Plant Procurement:**

    - The rezoning of the land for the new power plant is still pending Legislative action. It seems Bill 223-34 would be brought up for deliberation at next week's session. The land rezoning is the critical path at this point for construction of the new power plant.
    - Multi-Step Bid Invitation No. 034-18 was opened on April 5, 2018. Eighteen (18) proponents submitted their technical and financial information. The evaluation team should have a short list of proponents which met the required financial and technical experience delineated in the bid by the end of April 2018. The short-listed proponents would be provided the technical specifications for them to prepare their technical and priced proposals over the next several months which is the next step of the process.

10. **Standard & Poor's Rating:** Our bond rating was not changed despite the situation of the Government of Guam. They did note that they will be monitoring negative Government impact on receivables which certainly will trigger a negative action.

11. **GPA's 50th Anniversary Celebration:** The proclamation signing is scheduled for May 8, 2018 in the CCU conference room. The proclamation kicks off our 50th anniversary program.

12. **Energy Storage System (ESS) Commissioning:** The Hagatna 24 MW and Talofofo 16 MW ESS is on schedule for commissioning in August 2018. These batteries will significantly improve power quality in the system in addition to helping reduce short term outages cause by generating and renewable PV trips. There will also be a reduction in fuel operating cost resulting from not having to run combustion turbines to provide spinning reserves during daytime hours.

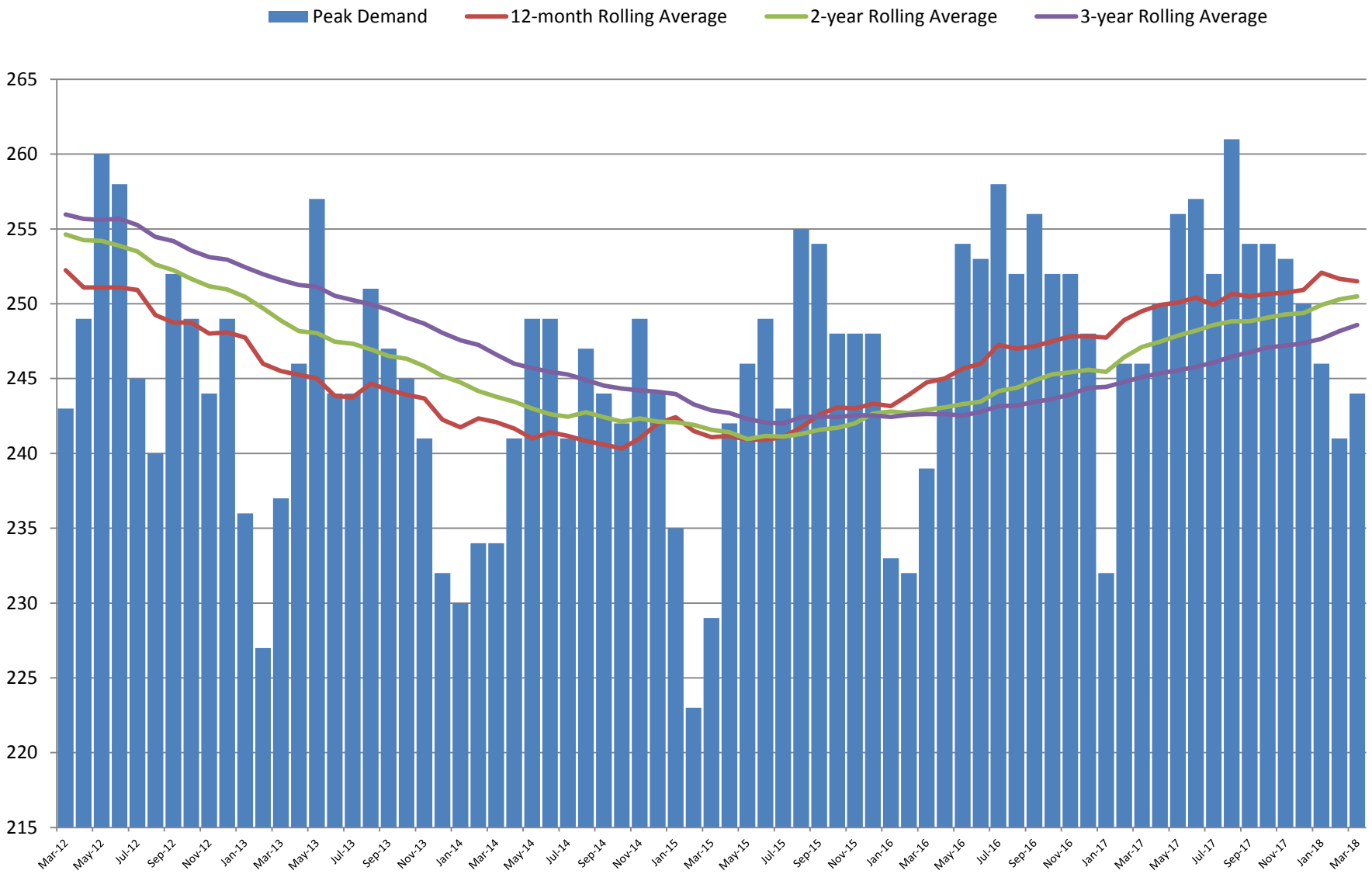
13. **Supervisory Control and Data Acquisition (SCADA) Commissioning:** The new SCADA system in Fadian is on track for commissioning in October 2018. The new system is the latest technology for the GPA power and GWA water and wastewater system. The factory testing of the system's major component is scheduled for early May in Taiwan.

14. **BEST SCHOOLS Program:** A kickoff meeting was held with GDOE Superintendent Jon Fernandez on April 2, 2018. The contract to conduct the evaluation of the GDOE schools has been signed. GPA should have the study and make its appropriate recommendations within the next 4 months.

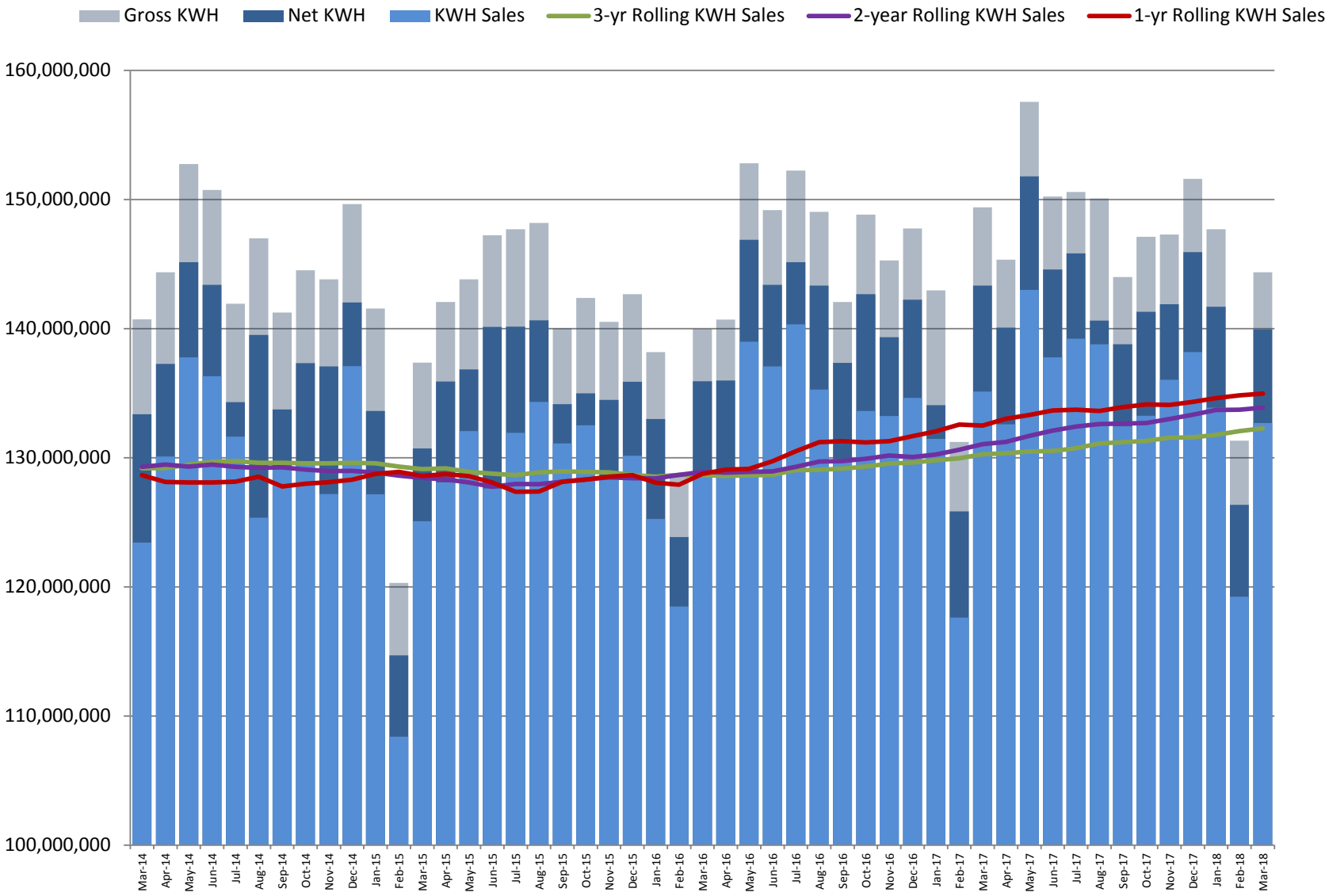
15. **Key Performance Indicators:** The following are updated indicators thru March 2018. Sales continued to be strong. Fuel oil prices have risen but have been remaining in the $60 to $70 per bbl. range.

John M. Benavente, P.E.

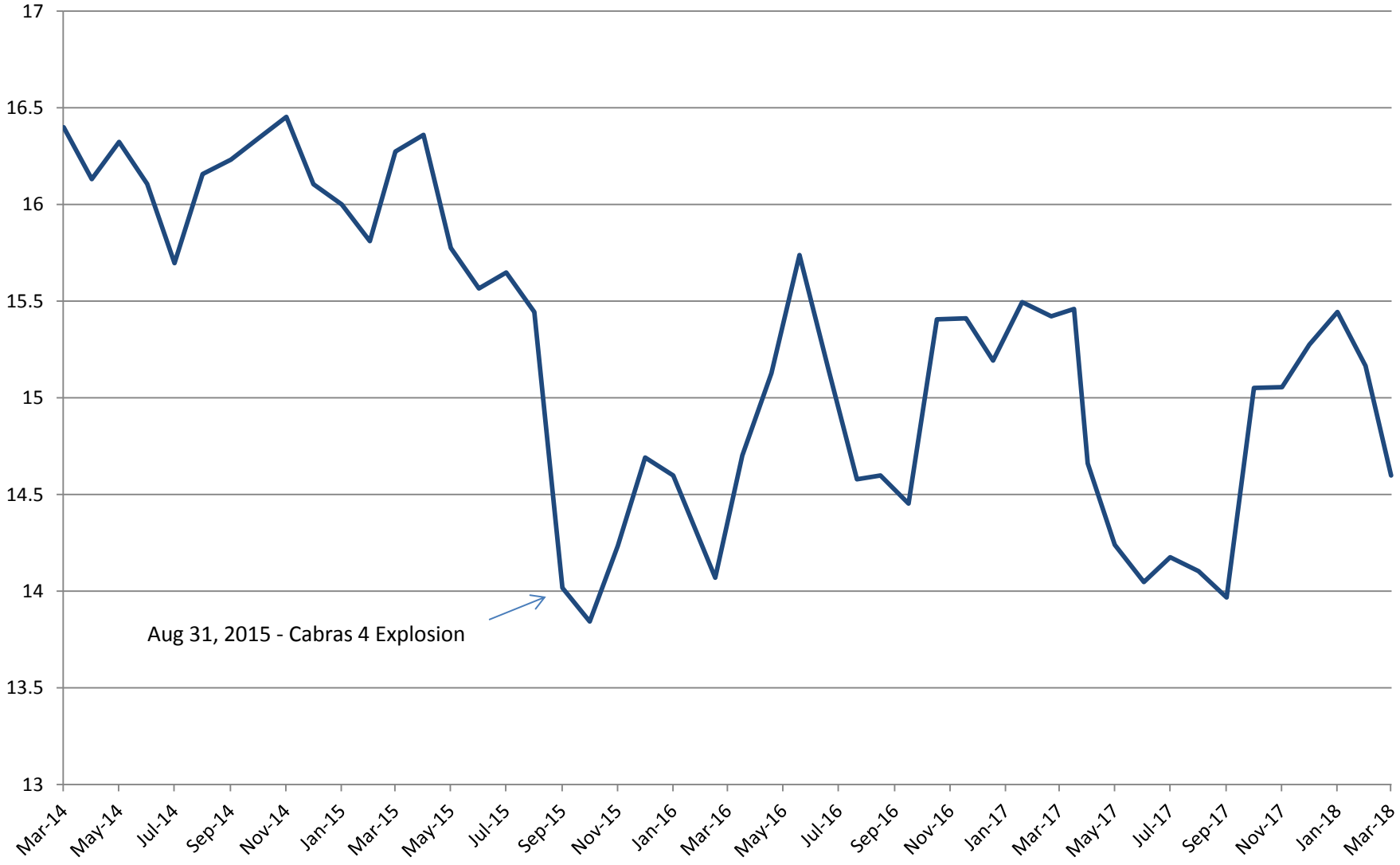
Historical Monthly Peak Demand
March 2012 - March 2018



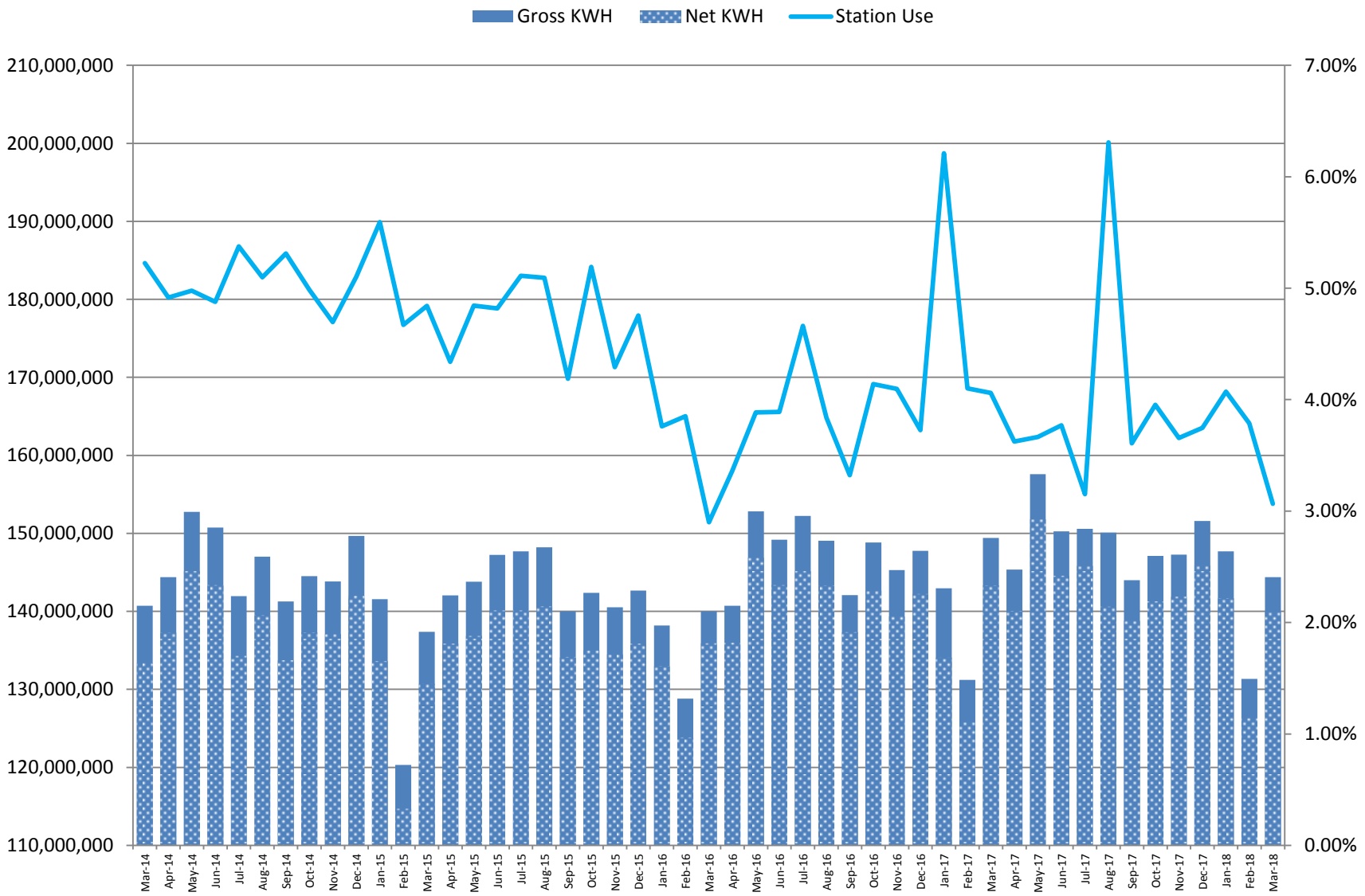
Historical KWH Sales
March 2014 - March 2018



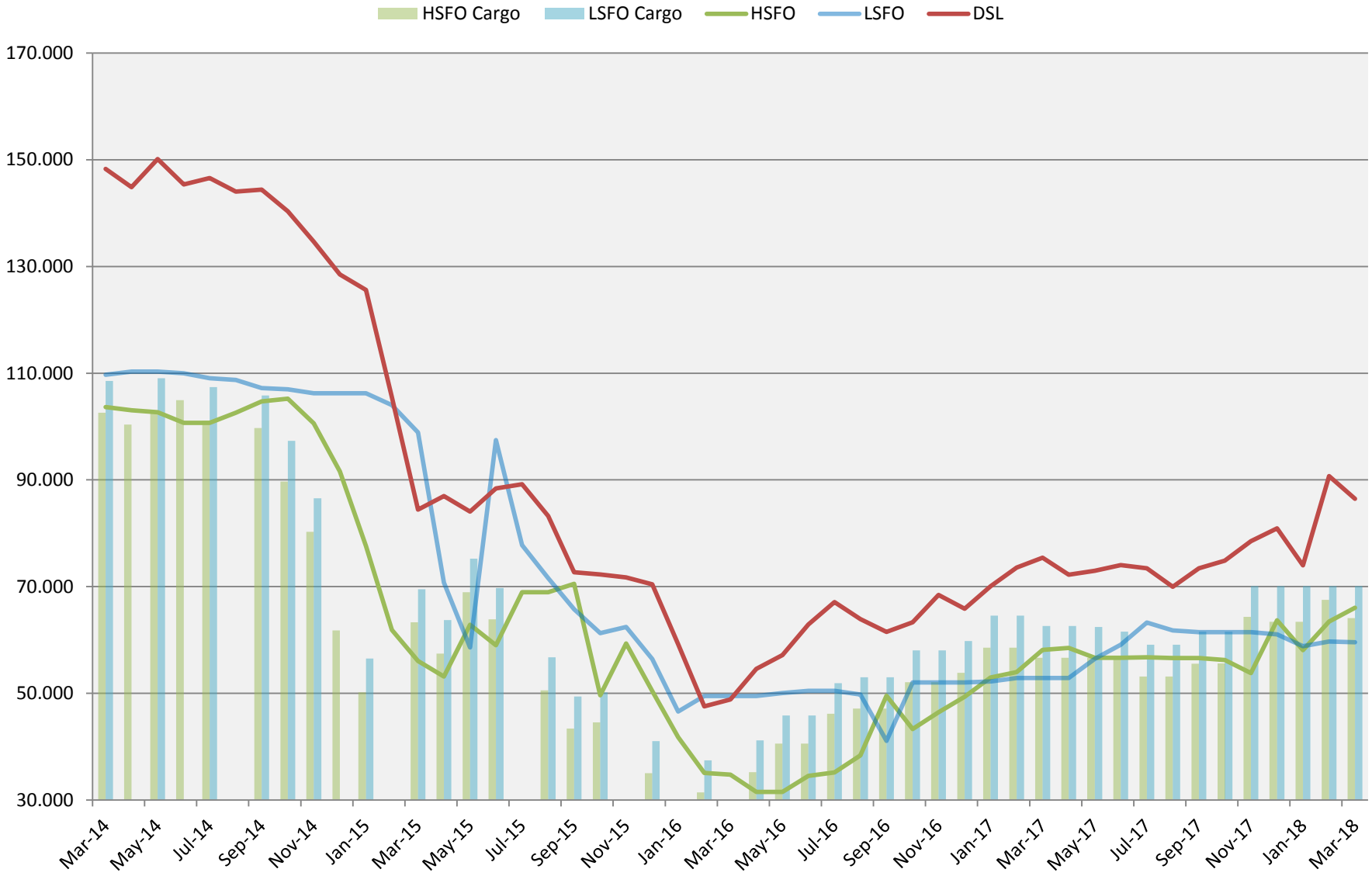
SYSTEM GROSS HEAT RATE
(KWH/Gal)
March 2014 - March 2017



Gross and Net Generation (KWH)
March 2014- March 2018



Fuel Cargo and Fuel Consumption Costs ($/bbl)
March 2014 - March 2018

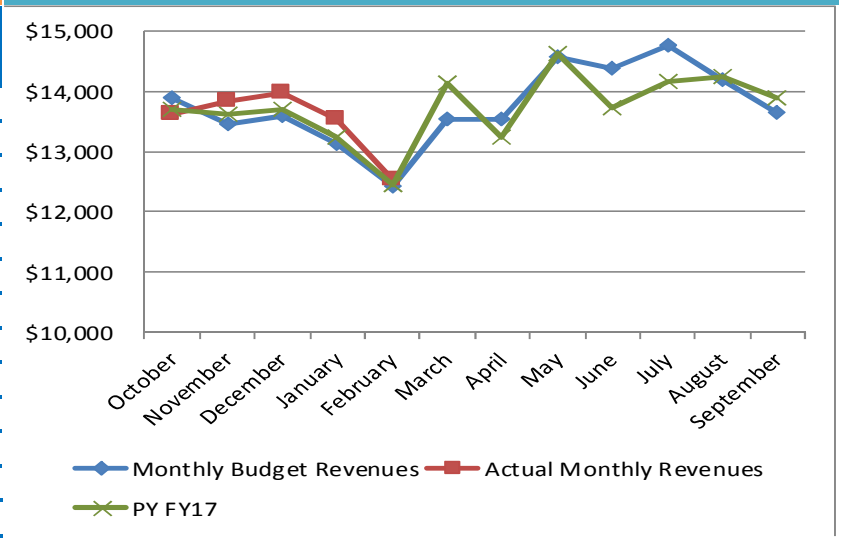


February 2018 Monthly Financial Highlight

Base Through February 28, 2018

$000	Monthly Budget Revenues	Actual Monthly Revenues	Variance		PY FY17	CY vs PY Variance	
October	$ 13,873	$ 13,625	$ (248)	↑	$ 13,702	$ (77)	↑
November	13,451	13,827	$ 376	↑	13,622	$ 205	↑
December	13,599	13,968	$ 369	↑	13,695	$ 273	↑
January	13,114	13,534	$ 420	↑	13,220	$ 314	↑
February	12,422	12,522	$ 100	↑	12,454	$ 68	↑
March	13,534				14,123		
April	13,525				13,224		
May	14,568				14,617		
June	14,386				13,722		
July	14,759				14,151		
August	14,183				14,244		
September	13,651				13,874		
Total	**$ 165,064**	**$ 67,476**	**$ 1,017**		**$ 164,649**	**$ 782**	

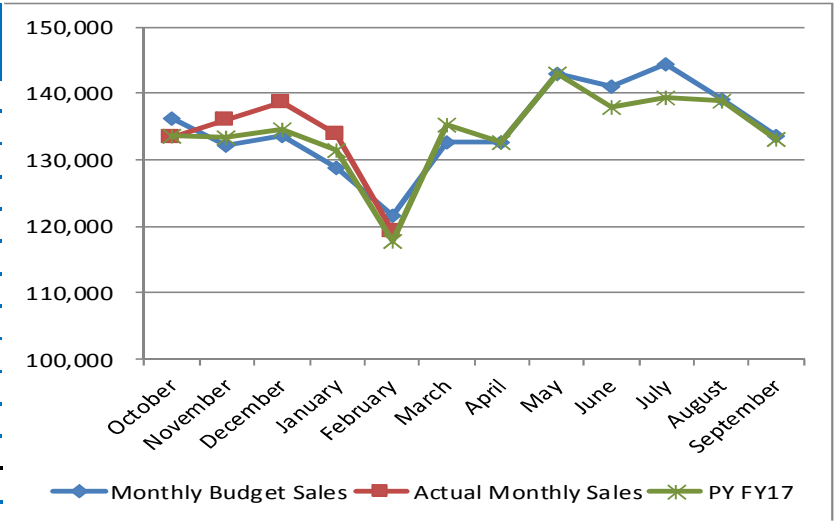
Base Rate Revenue $000



MWH Sales Through February 28, 2018

mwh	Monthly Budget Sales	Actual Monthly Sales	Variance		PY FY17	CY vs PY Variance	
October	136,219	133,262	(2,957)	↑	133,620	(358)	↑
November	132,132	136,044	3,912	↑	133,235	2,809	↑
December	133,625	138,587	4,962	↑	134,634	3,953	↑
January	128,711	133,882	5,170	↑	131,461	2,421	↑
February	121,668	119,241	(2,426)	↑	117,617	1,624	↑
March	132,587				135,131		
April	132,532				132,587		
May	142,956				143,013		
June	141,064				137,777		
July	144,404				139,227		
August	139,093				138,797		
September	133,658				132,993		
Total	**1,618,650**	**661,016**	**8,661**		**1,610,093**	**10,449**	

MWh Sales

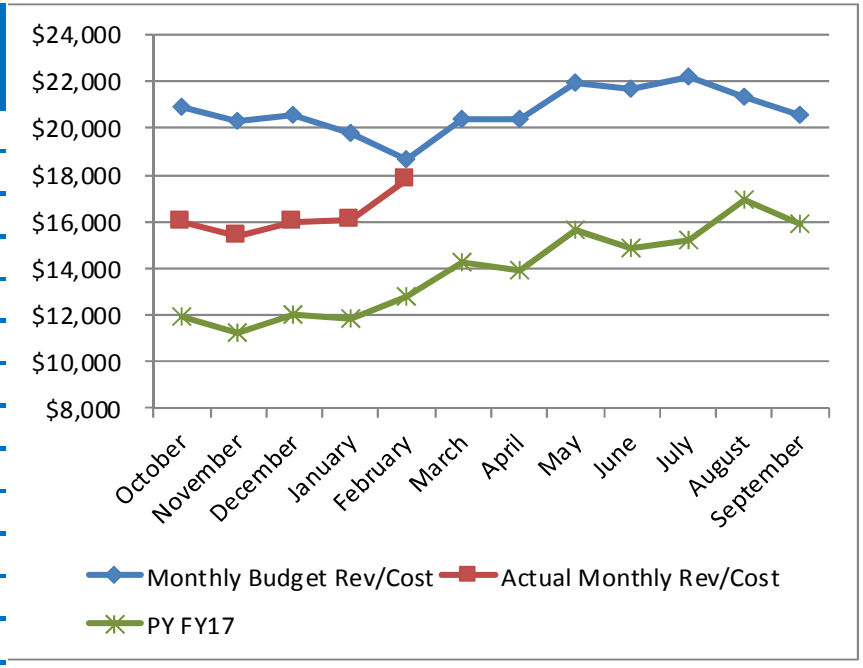


February 2018 Monthly Financial Highlight (Continued)

Fuel Revenue Through February 28, 2018

$000	Monthly Budget Rev/Cost	Actual Monthly Rev/Cost	Variance		PY FY17	CY vs PY Variance	
October	$ 20,928	$ 15,936	$ (4,992)	↑	$ 11,894	$ 4,042	↑
November	20,300	15,400	$ (4,899)	↑	11,215	$ 4,185	↑
December	20,529	16,007	$ (4,522)	↑	12,036	$ 3,971	↑
January	19,774	16,036	$ (3,738)	↑	11,867	$ 4,169	↑
February	18,692	17,763	(930)	↑	12,751	5,012	↑
March	20,370				14,248		
April	20,361				13,940		
May	21,963				15,596		
June	21,672				14,859		
July	22,185				15,175		
August	21,369				16,947		
September	20,534				15,895		
Total	**$ 248,677**	**$ 81,142**	**$(19,081)**		**$ 166,425**	**$ 21,378**	

Fuel Revenue/ Cost $000



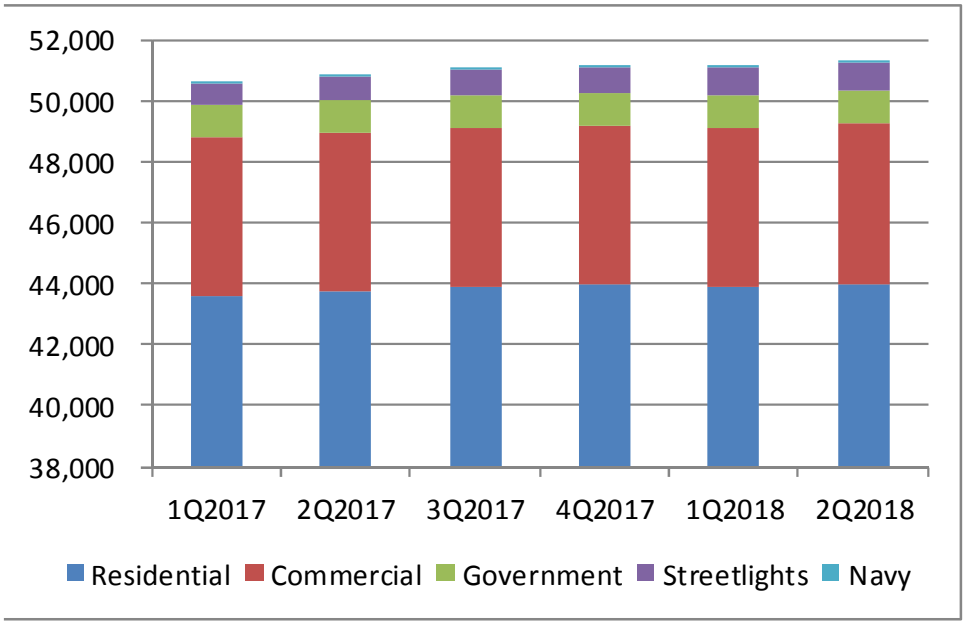
- Under recovery of LEAC - $14.4 million

February 2018 Monthly Financial Highlight (Continued)

Through February 28, 2018

	1Q2017	2Q2017	3Q2017	4Q2017	1Q2018	2Q2018
Residential	43,582	43,718	43,902	43,991	43,898	43,995
Commercial	5,235	5,236	5,252	5,226	5,231	5,264
Government	1,071	1,077	1,071	1,073	1,076	1,082
Streetlights	722	800	824	823	908	948
Navy	1	1	1	1	1	1
	50,611	50,832	51,050	51,114	51,114	51,290

Number of Customers

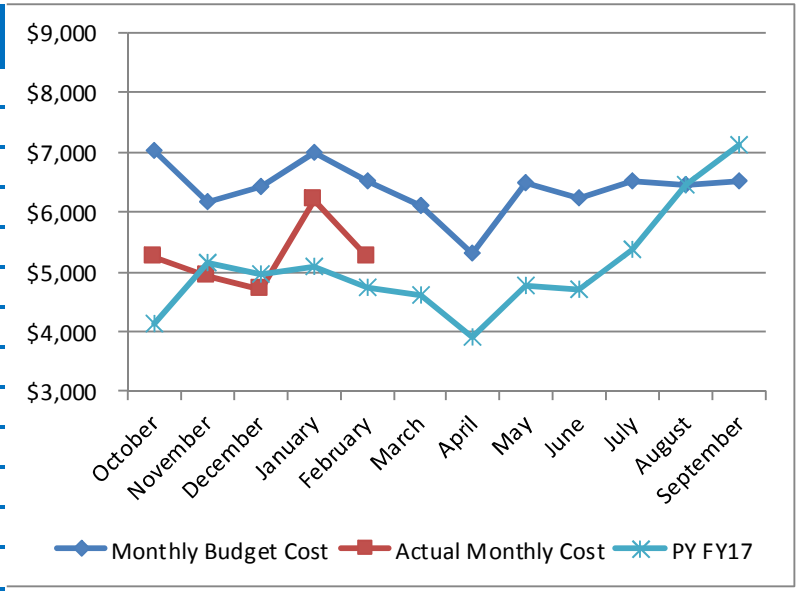


February 2018 Monthly Financial Highlight (Continued)

O&M CostThrough February 28, 2018

$000	Monthly Budget Cost	Actual Monthly Cost	Variance		PY FY17	CY vs PY Variance	
October	$ 7,040	5,239	1,801	↑	4,135	(1,103)	↑
November	6,182	4,941	1,240	↑	5,158	217	↑
December	6,428	4,694	1,735	↑	4,966	273	↑
January	7,001	6,204	797	↑	5,092	(1,112)	↑
February	6,522	5,252	1,270	↑	4,748	(504)	↑
March	6,091				4,612		
April	5,320				3,892		
May	6,495				4,772		
June	6,221				4,702		
July	6,508				5,385		
August	6,462				6,445		
September	6,526				7,138		
Total	**$ 76,796**	**$ 26,330**	**$ 6,844**		**$ 61,045**	**$ (2,230)**	

O&M Cost $000



- DSC greater than target of 1.75

Debt service coverage (DSC) calculation-indenti	2012	2013	2014	2015	2016	2017	YTD Feb. 2018
Senior lien coverage	2.13	3.36	3.16	3.62	3.35	2.81	2.82
Aggregate debt service coverage	1.35	1.88	1.98	2.62	3.35	2.81	2.82
Debt service coverage (DSC) calculation-IPP as O&M							
Senior lien coverage	1.29	2.16	2.25	2.56	2.52	1.95	1.92
Aggregate debt service coverage	0.82	1.21	1.41	1.85	2.52	1.95	1.92

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

GUAM POWER AUTHORITY
FINANCIAL STATEMENT OVERVIEW
February 2018

Attached are the financial statements and supporting schedules for the month and fiscal year ended February 28, 2018.

Summary
The increase in net assets for the month ended was $0.5 million as compared to the anticipated net decrease of $1.3 million projected at the beginning of the year. The total kWh sales for the month were 1.99% less than projected and non-fuel revenues were $0.1 million more than the estimated amount. O & M expenses for the month were $5.2 million which was $1.3 million under 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 $4.0 million, which was right in line with the projected amounts. There were no other significant departures from the budget during the period.

Analysis

Description	Previous Month	Current Month	Target
Quick Ratio	2.05	2.08	2
Days in Receivables	39	38	52
Days in Payables	25	19	30
LEAC (Over)/Under Recovery Balance -YTD	$16,775,982	$14,390,645	$16,146,466
T&D Losses	5.00%	4.92%	<7.00%
Debt Service Coverage	2.05	1.92	1.75
Long-term equity ratio	13%	13%	30 – 40%
Days in Cash	152	131	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 $66 million and approximately $136 million in cash and current receivables. Debt Service Coverage ratio is calculated using the methodology in use before the Fiscal Year 2002 change in accounting practice.

Financial Statement
February 2018
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 Controller	John J.E. Kim Chief Financial Officer	John M. Benavente, P.E. General Manager

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statements of Net Position
February 28, 2018 and September 30, 2017

	Unaudited February 2018	Unaudited September 2017	Change from Sept 30 2017
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES			
Current assets:			
Cash and cash equivalents:			
Held by trustee for restricted purposes:			
Interest and principal funds	12,538,504	18,061,879	(5,523,375)
Bond indenture funds	53,326,423	56,907,535	(3,581,112)
Held by Guam Power Authority:			
Bond indenture funds	99,283,884	132,579,889	(33,296,005)
Self insurance fund-restricted	19,254,240	19,251,372	2,868
Energy sense fund	636,727	1,074,491	(437,764)
Total cash and cash equivalents	185,039,778	227,875,166	(42,835,388)
Accounts receivable, net	34,660,723	35,603,289	(942,566)
Total current receivables	34,660,723	35,603,289	(942,566)
Materials and supplies inventory	12,803,243	11,989,745	813,498
Fuel inventory	50,757,324	52,387,369	(1,630,045)
Prepaid expenses	6,333,586	682,814	5,650,772
Total current assets	289,594,654	328,538,383	(38,943,729)
Utility plant, at cost:			
Electric plant in service	1,040,081,918	1,037,419,517	2,662,401
Construction work in progress	23,068,257	18,382,414	4,685,843
Total	1,063,150,175	1,055,801,931	7,348,244
Less: Accumulated depreciation	(580,127,860)	(565,144,900)	(14,982,960)
Total utility plant	483,022,315	490,657,031	(7,634,716)
Other non-current assets:			
Investment - bond reserve funds held by trustee	48,528,276	48,576,863	(48,587)
Unamortized debt issuance costs	2,669,117	4,267,305	(1,598,188)
Total other non-current assets	51,197,393	52,844,168	(1,646,775)
Total assets	823,814,362	872,039,582	(48,225,220)
Deferred outflow of resources:			
Deferred fuel revenue	14,390,645	16,751,048	(2,360,403)
Unamortized loss on debt refunding	28,697,798	11,076,064	17,621,734
Pension	8,168,718	8,168,718	0
Unamortized forward delivery contract costs	570,958	637,358	(66,400)
Total deferred outflows of resources	51,828,119	36,633,188	15,194,931
	875,642,481	908,672,770	(33,030,289)

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statement of Net Position, Continued
February 28, 2018 and September 30, 2017

	Unaudited February 2018	Unaudited September 2017	Change from Sept 30 2017
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION			
Current liabilities:			
Current maturities of long-term debt	1,630,000	1,780,000	(150,000)
Current obligations under capital leases	16,949,416	16,949,416	0
Accounts payable			
Operations	21,038,280	56,671,898	(35,633,619)
Others	3,299,365	5,425,336	(2,125,970)
Accrued payroll and employees' benefits	1,253,309	1,546,860	(293,551)
Current portion of employees' annual leave	2,432,670	2,324,895	107,775
Interest payable	10,556,891	15,065,830	(4,508,939)
Customer deposits	8,360,991	8,503,783	(142,792)
Total current liabilities	65,520,922	108,268,018	(42,747,096)
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	607,045,420	590,568,862	16,476,558
Obligations under capital leases, net of current portion	20,709,136	30,343,708	(9,634,572)
Net Pension liability	62,618,085	64,596,253	(1,978,168)
DCRS sick leave liability	4,008,397	4,008,397	0
Employees' annual leave net of current portion	806,762	806,762	0
Customer advances for construction	380,726	369,180	11,546
Total liabilities	780,640,425	818,512,157	(37,871,732)
Deferred inflows of resources:			
Unearned forward delivery contract revenue	2,092,730	2,336,071	(243,341)
Pension	732,788	732,788	0
Total deferred inflows of resources	2,825,518	3,068,859	(243,341)
Commitments and contigencies			
Net Position:			
Net investment in capital assets	(61,993,542)	(43,869,737)	(18,123,805)
Restricted	10,703,845	15,232,832	(4,528,987)
Unrestricted	143,466,234	115,728,658	27,737,576
Total net position	92,176,537	87,091,754	5,084,783
	875,642,481	908,672,770	(33,030,289)

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 28		
	Unaudited 2018	Unaudited 2017	% of change Inc (dec)	Unaudited 2018	Unaudited 2017	% of change Inc (dec)
Revenues						
Sales of electricity	30,284,040	25,204,958	20	148,618,393	126,457,287	18
Miscellaneous	259,934	(134,257)	(294)	911,572	825,006	10
Total	30,543,974	25,070,701	22	149,529,965	127,282,293	17
Bad debt expense	(86,583)	(83,333)	4	(432,917)	(416,667)	4
Total revenues	30,457,391	24,987,368	22	149,097,048	126,865,626	18
Operating and maintenance expenses						
Production fuel	17,762,535	12,751,030	39	81,142,235	59,763,817	36
Other production	1,212,307	1,456,290	(17)	6,361,949	6,359,170	0
	18,974,842	14,207,320	34	87,504,184	66,122,987	32
Depreciation	2,893,871	4,798,542	(40)	16,132,990	18,814,427	(14)
Energy conversion cost	1,384,140	1,709,160	(19)	7,721,286	7,774,483	(1)
Transmission & distribution	1,248,333	1,065,646	17	5,387,644	5,197,063	4
Customer accounting	378,898	327,577	16	2,051,016	1,745,636	17
Administrative & general	2,325,529	1,949,107	19	12,096,351	10,381,411	17
Total operating and maintenance expenses	27,205,613	24,057,352	13	130,893,471	110,036,007	19
Operating income	3,251,778	930,016	250	18,203,577	16,829,619	8
Other income (expenses)						
Interest income	(443,559)	69,206	(741)	1,460,300	388,945	275
Interest expense and amortization	(2,649,935)	(2,876,235)	(8)	(13,482,485)	(14,156,589)	(5)
Bond issuance costs	67,434	76,827	(12)	(2,175,437)	384,135	(666)
Assets written off	0	0		0	0	
Allowance for funds used during construction	196,517	314,008	(37)	1,217,558	1,601,114	(24)
Other expense	(4,193)	(12,600)	0	(213,631)	(25,473)	739
Total other income (expenses)	(2,833,736)	(2,428,794)	17	(13,193,695)	(11,807,868)	12
Income (loss) before capital contributions	418,042	(1,498,778)	(128)	5,009,882	5,021,751	(0)
Capital contributions	70,107	0	0	74,902	11,488	552
Increase (decrease) in net assets	488,149	(1,498,778)	(133)	5,084,784	5,033,239	1
Total net assets at beginning of period (restated)	91,688,389	83,592,346	10	87,091,754	77,060,329	13
Total net assets at end of period	92,176,538	82,093,568	12	92,176,538	82,093,568	12

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statements of Cash Flows
Period Ended February 28, 2018

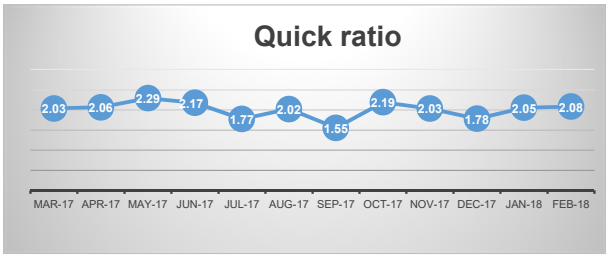
	Month Ended 2/28/2018	YTD Ended 2/28/2018
Increase(decrease) in cash and cash equivalents		
Cash flows from operating activities:		
Cash received from customers	$31,674,425	$ 150,044,598
Cash payments to suppliers and employees for goods and services	37,724,767	175,445,857
Net cash provided by operating activities	($6,050,342)	(25,401,259)
Cash flows from investing activities:		
Interest and dividends on investments and bank accounts	(443,559)	1,460,300
Net cash provided by investing activities	(443,559)	1,460,300
Cash flows from non-capital financing activities		
Interest paid on short term debt	(5,808)	(31,309)
Provision for self insurance funds	(516)	(2,868)
Net cash provided by noncapital financing activities	(6,324)	(34,177)
Cash flows from capital and related financing activities		
Acquisition of utility plant	(1,582,758)	(8,498,273)
Principal paid on bonds and other long-term debt	-	(3,550,000)
Interest paid on bonds(net of capitalized interest)	196,517	(15,158,442)
Interest paid on capital lease obligations	(284,850)	(1,584,115)
Interest & principal funds held by trustee	(2,552,837)	5,523,375
Reserve funds held by trustee	(22,127)	48,587
Bond funds held by trustee	636,006	3,581,112
Principal payment on capital lease obligations	(1,859,247)	(9,634,572)
Grant from DOI/FEMA	70,107	74,902
Debt issuance costs/loss on defeasance	(333,577)	19,876,558
Net cash provided by (used in) capital and related financing activities	(5,732,766)	(9,320,868)
Net (decrease) increase in cash and cash equivalents	(12,232,991.28)	(33,296,005)
Cash and cash equivalents, beginning	111,516,876	132,579,889
Cash and cash equivalents-Funds held by GPA, February 28, 2018	**$ 99,283,884**	**$ 99,283,884**

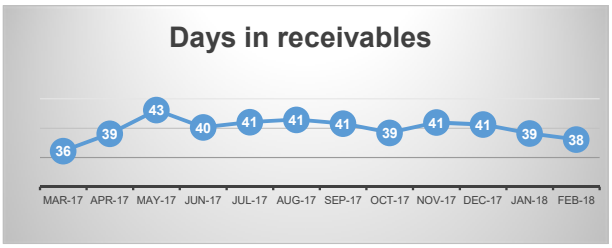
GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statements of Cash Flows, continued
Period Ended February 28, 2018

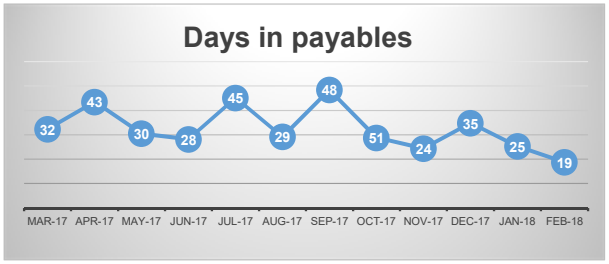
	Month Ended 2/28/2018	YTD Ended 2/28/2018
Reconciliation of operating earnings to net cash provided by operating activities:		
Operating earnings net of depreciation expense and excluding interest income	$3,251,778	$18,203,577
Adjustments to reconcile operating earnings to net cash provided by operating activities:		
Depreciation and amortization	2,893,871	16,132,990
Other expense	63,241	(2,389,068)
(Increase) decrease in assets:		
Accounts receivable	1,242,391	942,566
Materials and inventory	(130,220)	(813,498)
Fuel inventory	(6,861,269)	1,630,045
Prepaid expenses	367,808	(5,650,772)
Unamortized debt issuance cost	23,667	1,598,188
Deferred fuel revenue	2,385,337	2,360,403
Unamortized loss on debt refunding	229,166	(17,621,734)
Unamortized forward delivery contract costs	13,280	66,400
Increase (decrease) in liabilities:		
Accounts payable-operations	(7,000,838)	(35,633,619)
Accounts payable-others	(1,860,848)	(1,688,206)
Accrued payroll and employees' benefits	(334,427)	(293,551)
Net pension liability	(225,249)	(1,978,168)
Employees' annual leave	23,869	107,775
Customers deposits	(88,521)	(142,792)
Customer advances for construction	5,290	11,546
Unearned forward delivery contract revenue	(48,668)	(243,341)
Net cash provided by operating activities	**$ (6,050,342)**	**$ (25,401,259)**

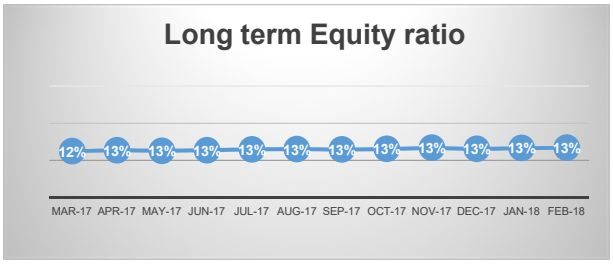
Guam Power Authority
Financial Analysis
February 28, 2018

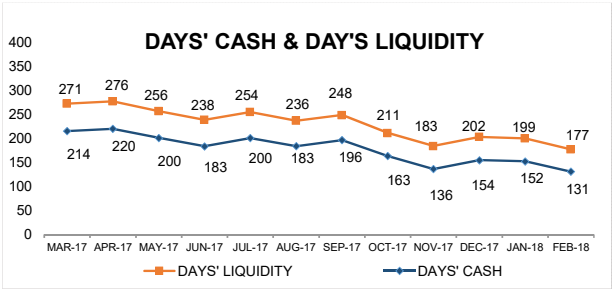
	Quick Ratio	
A	Reserve Funds Held by GPA	99,283,884
B	Current Accounts Receivable	36,834,410
C	Total Cash and A/R (A+B)	136,118,294
D	Total Current Liabilities	65,520,922
E	**Quick Ratio (F/G)**	**2.08**
	Days in Receivables	
A	FY 18 Moving 12 Mos.-Actual	353,235,160
B	No. of Days	365
C	Average Revenues per day (A/B)	967,768
D	Current Accounts Receivable	36,834,410
E	**Days in Receivables (D/C)**	**38**
	Days in Payables	
A	FY 18 Moving 12 Months-Actual	472,289,648
B	No. of Days	365
C	Average Payables per day (A/B)	1,293,944
D	Current Accounts Payables	24,337,644
E	**Days in Payables (D/C)**	**19**
	Long term equity ratio	
A	Equity	$ 92,176,537.00
B	Total Long term Liability	$ 595,824,083.00
C	Total Equity and liability	$ 688,000,620.00
D	**Long term equity ratio (A/C)**	**13%**
	Days cash on hand	
A	Unresctricted cash & cash equivalents	99,284
B	No. of Days -YTD	151
C	A x B	14,991,866
D	Total Operating expenses excluding depreciation	114,760
E	**Days cash on hand**	**131**
	Days' Liquidity	
A	Unresctricted cash , cash equivalents & revolving Credit	134,284
B	No. of Days -YTD	151
C	A x B	20,276,866
D	Total Operating expenses excluding depreciation	114,760
E	**Days liquidity**	**177**











GPA 302

GUAM POWER AUTHORITY
ACCRUED REVENUE
FEBRUARY 2018

	FOR THE MONTH ENDED FEBRUARY		FIFTH MONTH ENDED FEBRUARY	
	2018	2017	2018	2017
KWH SALES:				
Residential	36,809,815	35,936,337	207,254,376	199,658,670
Small Gen. Non Demand	6,154,115	6,497,885	34,082,288	33,827,007
Small Gen. Demand	14,164,319	13,890,958	77,157,122	77,006,358
Large General	23,674,407	23,699,969	130,253,282	129,429,842
Independent Power Producer	28,976	67,797	282,194	434,198
Private St. Lights	32,408	32,325	168,787	210,613
Sub-total	80,864,040	80,125,270	449,198,050	440,566,688
Government Service:				
Small Non Demand	1,119,571	996,603	6,146,591	5,518,121
Small Demand	7,377,578	7,382,544	39,926,301	40,267,151
Large	5,905,830	5,654,767	32,002,581	30,422,936
Street Lighting	669,689	707,509	3,565,091	4,136,157
Sub-total	15,072,669	14,741,423	81,640,563	80,344,365
Total	95,936,708	94,866,692	530,838,612	520,911,054
U. S. Navy	23,304,608	22,750,741	130,177,731	129,656,413
GRAND TOTAL	119,241,316	117,617,433	661,016,343	650,567,466
REVENUE:				
Residential	$ 9,633,432	$ 7,648,484	$ 46,040,029	$ 37,617,654
Small Gen. Non Demand	$ 1,869,658	$ 1,650,380	$ 8,958,947	$ 7,761,068
Small Gen. Demand	$ 4,006,949	$ 3,310,305	$ 18,947,946	$ 16,345,334
Large General	$ 6,086,686	$ 5,066,026	$ 29,511,932	$ 25,098,043
Independent Power Producer	$ 7,969	$ 15,045	$ 63,044	$ 88,881
Private St. Lights	$ 25,733	$ 24,793	$ 127,140	$ 131,618
Sub-total	$ 21,630,428	$ 17,715,032	$ 103,649,038	$ 87,042,598
Government Service:				
Small Non Demand	$ 335,126	$ 258,835	$ 1,677,018	$ 1,339,117
Small Demand	$ 2,094,220	$ 1,819,228	$ 10,268,634	$ 9,072,491
Large	$ 1,628,297	$ 1,331,459	$ 7,937,307	$ 6,611,727
Street Lighting	$ 439,995	$ 447,721	$ 2,149,230	$ 2,297,401
Sub-total	$ 4,497,638	$ 3,857,244	$ 22,032,189	$ 19,320,736
Total	$ 26,128,065	$ 21,572,276	$ 125,681,227	$ 106,363,333
U. S. Navy	$ 4,155,974	$ 3,632,683	$ 22,937,166	$ 20,093,955
GRAND TOTAL	$ 30,284,040	$ 25,204,958	$ 148,618,393	$ 126,457,288
NUMBER OF CUSTOMERS:				
Residential	43,995	43,647	43,992	43,604
Small Gen. Non Demand	4,153	4,119	4,138	4,119
Small Gen. Demand	991	992	983	988
Large General	118	116	118	116
Independent Power Producer	2	3	528	523
Private St. Lights	527	527	3	3
Sub-total	49,786	49,404	49,762	49,353
Government Service:				
Small Non Demand	684	682	681	683
Small Demand	351	347	351	346
Large	47	45	47	45
Street Lighting	421	271	389	199
Sub-total	1,503	1,345	1,467	1,273
Total	51,289	50,749	51,229	50,626
US Navy	1	1	1	1
	51,290	50,750	51,230	50,627

GPA403

GUAM POWER AUTHORITY
ACCRUED REVENUE

	TWELVE MONTHS ENDING	FEBRUARY 2018	JANUARY 2018	DECEMBER 2017	NOVEMBER 2017	OCTOBER 2017	SEPTEMBER 2017	AUGUST 2017	JULY 2017	JUNE 2017	MAY 2017	APRIL 2017	MARCH 2017
KWH SALES:													
Residential	513,931,308	36,809,815	42,067,765	43,307,944	43,386,853	41,682,000	41,491,015	44,434,719	45,094,364	45,699,553	46,940,445	42,105,054	40,911,781
Small General Non Demand	84,154,981	6,154,115	6,844,713	6,956,278	7,060,041	7,067,142	7,022,092	7,347,440	7,087,373	7,546,692	7,375,238	6,926,353	6,767,505
Small General Demand	190,201,689	14,164,319	15,562,774	15,848,505	15,789,397	15,792,127	15,509,408	16,488,257	15,839,125	16,853,701	16,415,592	15,638,177	16,300,307
Large General	315,396,670	23,674,407	26,242,185	27,485,887	26,267,661	26,583,141	25,432,034	27,038,013	27,119,633	26,399,095	27,209,329	25,771,823	26,173,462
Private Outdoor Lighting	450,582	32,408	32,358	35,129	35,042	33,851	76,532	33,324	35,412	36,199	31,956	34,275	34,097
Independent Power Producer	809,819	28,976	27,011	40,140	93,823	92,244	34,586	57,754	82,800	93,447	97,039	78,158	83,841
Sub-Total	1,104,945,049	80,864,040	90,776,805	93,673,883	92,632,817	91,250,505	89,565,666	95,399,508	95,258,706	96,628,687	98,069,599	90,553,840	90,270,993
Government Service:													
Small Non Demand	14,530,715	1,119,571	1,248,251	1,272,026	1,255,131	1,251,612	1,246,106	1,243,487	1,254,979	1,154,625	1,242,514	1,118,738	1,123,675
Small Demand	96,537,751	7,377,578	8,102,981	8,063,549	8,098,974	8,283,218	8,084,368	8,147,386	7,962,644	7,847,651	8,507,100	7,890,703	8,171,598
Large	76,477,613	5,905,830	6,315,619	6,812,255	6,550,623	6,418,254	6,493,449	6,520,699	6,219,351	6,043,966	6,712,069	6,145,212	6,340,287
Street Lighting (Agencies)	8,943,540	669,689	716,067	697,921	668,464	812,949	697,002	877,130	638,971	843,815	771,506	720,057	829,968
Sub-Total	196,489,620	15,072,669	16,382,918	16,845,750	16,573,193	16,766,033	16,520,925	16,788,702	16,075,944	15,890,058	17,233,190	15,874,710	16,465,529
Total	1,301,434,669	95,936,708	107,159,724	110,519,633	109,206,010	108,016,537	106,086,591	112,188,210	111,334,651	112,518,745	115,302,789	106,428,550	106,736,522
U.S. Navy	319,107,219	23,304,608	26,722,147	28,067,673	26,837,883	25,245,420	26,906,320	26,608,721	27,892,205	25,258,344	27,710,121	26,158,807	28,394,970
Grand Total	1,620,541,888	119,241,316	133,881,870	138,587,306	136,043,893	133,261,957	132,992,911	138,796,930	139,226,856	137,777,089	143,012,910	132,587,357	135,131,492
REVENUE:													
Residential	$ 109,024,353	$ 9,633,432	$ 8,985,179	$ 9,238,911	$ 9,263,463	$ 8,919,044	$ 8,887,320	$ 9,762,810	$ 9,056,344	$ 9,109,920	$ 9,464,539	$ 8,447,732	$ 8,255,658
Small General Non Demand	$ 21,238,611	$ 1,869,658	$ 1,741,922	$ 1,765,223	$ 1,789,263	$ 1,792,881	$ 1,783,997	$ 1,902,660	$ 1,709,931	$ 1,790,832	$ 1,782,557	$ 1,661,818	$ 1,647,869
Small General Demand	$ 44,672,129	$ 4,006,949	$ 3,714,258	$ 3,769,415	$ 3,699,298	$ 3,758,026	$ 3,692,273	$ 3,964,157	$ 3,527,191	$ 3,704,661	$ 3,828,208	$ 3,333,389	$ 3,674,304
Large General	$ 68,591,949	$ 6,086,686	$ 5,762,313	$ 6,067,740	$ 5,793,817	$ 5,801,375	$ 5,643,059	$ 6,028,539	$ 5,589,484	$ 5,443,855	$ 5,621,797	$ 5,382,999	$ 5,370,285
Private Outdoor Lighting	$ 302,479	$ 25,733	$ 25,133	$ 25,553	$ 25,471	$ 25,250	$ 25,361	$ 25,094	$ 25,099	$ 25,329	$ 24,432	$ 25,014	$ 25,012
Independent Power Producer	$ 185,194	$ 7,969	$ 6,029	$ 9,249	$ 20,053	$ 19,744	$ 17,076	$ 14,804	$ 17,270	$ 19,157	$ 20,386	$ 16,006	$ 17,451
Sub-Total	$ 244,014,715	$ 21,630,428	$ 20,234,834	$ 20,876,091	$ 20,591,366	$ 20,316,320	$ 20,049,087	$ 21,698,063	$ 19,925,320	$ 20,093,753	$ 20,741,919	$ 18,866,957	$ 18,990,578
Government Service:													
Small Non Demand	$ 3,850,909	$ 335,126	$ 332,434	$ 341,017	$ 334,963	$ 333,478	$ 333,079	$ 332,325	$ 319,135	$ 297,031	$ 313,817	$ 289,279	$ 289,226
Small Demand	$ 24,026,222	$ 2,094,220	$ 2,016,922	$ 2,046,340	$ 2,043,720	$ 2,067,433	$ 2,050,292	$ 2,052,253	$ 1,907,628	$ 1,885,990	$ 1,985,615	$ 1,919,140	$ 1,956,670
Large	$ 18,304,945	$ 1,628,297	$ 1,525,771	$ 1,652,805	$ 1,583,988	$ 1,546,446	$ 1,575,080	$ 1,573,445	$ 1,424,292	$ 1,393,449	$ 1,572,201	$ 1,374,482	$ 1,454,690
Street Lighting (Agencies)	$ 5,290,525	$ 439,995	$ 427,482	$ 416,951	$ 419,351	$ 445,451	$ 436,808	$ 516,047	$ 418,012	$ 451,933	$ 439,403	$ 431,759	$ 447,332
Sub-Total	$ 51,472,601	$ 4,497,638	$ 4,302,609	$ 4,457,113	$ 4,382,022	$ 4,392,807	$ 4,395,259	$ 4,474,070	$ 4,069,066	$ 4,028,403	$ 4,311,036	$ 4,014,660	$ 4,147,918
Total	$ 295,487,315	$ 26,128,065	$ 24,537,443	$ 25,333,204	$ 24,973,388	$ 24,709,127	$ 24,444,346	$ 26,172,133	$ 23,994,386	$ 24,122,156	$ 25,052,955	$ 22,881,617	$ 23,138,496
U.S. Navy	$ 57,747,845	$ 4,155,974	$ 5,033,103	$ 4,642,130	$ 4,254,065	$ 4,851,893	$ 5,325,383	$ 5,019,382	$ 5,331,702	$ 4,458,411	$ 5,160,265	$ 4,283,028	$ 5,232,508
Grand Total	$ 353,235,160	$ 30,284,040	$ 29,570,546	$ 29,975,334	$ 29,227,453	$ 29,561,020	$ 29,769,728	$ 31,191,516	$ 29,326,087	$ 28,580,567	$ 30,213,220	$ 27,164,645	$ 28,371,004
NUMBER OF CUSTOMERS:													
Residential	43,918	43,995	44,119	43,898	43,996	43,950	43,991	43,969	43,866	43,902	43,803	43,807	43,718
Small General Non Demand	4,135	4,153	4,142	4,129	4,131	4,134	4,127	4,134	4,131	4,145	4,130	4,137	4,128
Small General Demand	985	991	981	981	982	982	980	981	984	988	988	988	989
Large General	117	118	119	118	117	119	116	115	116	116	117	115	116
Private Outdoor Lighting	528	527	527	530	527	530	526	527	526	527	530	528	528
Independent Power Producer	3	2	2	3	3	3	3	3	3	3	4	4	3
Sub-Total	49,685	49,786	49,890	49,659	49,756	49,718	49,743	49,729	49,626	49,681	49,572	49,579	49,482
Government Service:													
Small Non Demand	680	684	686	679	678	676	675	678	678	677	684	684	684
Small Demand	350	351	350	350	354	351	353	351	352	349	346	347	348
Large	46	47	47	47	47	46	45	45	45	45	45	45	45
Street Lighting (Agencies)	332	421	389	378	378	377	297	297	297	297	293	290	272
Sub-Total	1,408	1,503	1,472	1,454	1,457	1,450	1,370	1,371	1,372	1,368	1,368	1,366	1,349
Total	51,093	51,289	51,362	51,113	51,213	51,168	51,113	51,100	50,998	51,049	50,940	50,945	50,831
U.S. Navy	1	1	1	1	1	1	1	1	1	1	1	1	1
Grand Total	51,094	51,290	51,363	51,114	51,214	51,169	51,114	51,101	50,999	51,050	50,941	50,946	50,832

GPA303

GUAM POWER AUTHORITY
ACCRUED REVENUE
FEBRUARY 2018

RATE	NUMBER OF CUSTOMERS	KWH SALES	TOTAL REVENUE AMOUNT	TOTAL 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	FUEL C/KWH	FUEL AMOUNT
Month												
R Residential	43,995	36,809,815	$ 9,633,432	$ 26.17	$ 26.17	$ 9,633,432	837	$ 219	$ 9.70	$ 3,571,959	$ 16.47	$ 6,061,473
G Small Gen. Non Demand	4,153	6,154,115	$ 1,869,658	$ 30.38	$ 30.38	$ 1,869,658	1,482	$ 450	$ 13.88	$ 854,318	$ 16.50	$ 1,015,340
J Small Gen. Demand	991	14,164,319	$ 4,006,949	$ 28.29	$ 28.29	$ 4,006,949	14,293	$ 4,043	$ 12.17	$ 1,724,241	$ 16.12	$ 2,282,708
P Large General	118	23,674,407	$ 6,086,686	$ 25.71	$ 25.71	$ 6,086,686	200,631	$ 51,582	$ 10.71	$ 2,535,100	$ 15.00	$ 3,551,586
I Independent Power Producer	2	28,976	$ 7,969	$ 27.50	$ 27.50	$ 7,969	14,488	$ 3,984	$ 13.29	$ 3,850	$ 14.21	$ 4,118
H Private St. Lights	527	32,408	$ 25,733	$ 79.40	$ 79.40	$ 25,733	61	$ 49	$ 64.68	$ 20,961	$ 14.73	$ 4,773
Sub-Total	49,786	80,864,040	$ 21,630,428	$ 26.75	$ 26.75	$ 21,630,428	1,624	$ 434	$ 10.77	$ 8,710,429	$ 15.98	$ 12,919,999
Government Service:												
S Small Non Demand	684	1,119,571	$ 335,126	$ 29.93	$ 29.93	$ 335,126	1,637	$ 490	$ 15.20	$ 170,214	$ 14.73	$ 164,912
K Small Demand	351	7,377,578	$ 2,094,220	$ 28.39	$ 28.39	$ 2,094,220	21,019	$ 5,966	$ 13.66	$ 1,007,753	$ 14.73	$ 1,086,466
L Large	47	5,905,830	$ 1,628,297	$ 27.57	$ 27.57	$ 1,628,297	125,656	$ 34,645	$ 13.02	$ 768,942	$ 14.55	$ 859,355
F Street Lighting (Agencies)	421	669,689	$ 439,995	$ 65.70	$ 65.70	$ 439,995	1,591	$ 1,045	$ 50.97	$ 341,373	$ 14.73	$ 98,622
Sub-Total	1,503	15,072,669	$ 4,497,638	$ 29.84	$ 29.84	$ 4,497,638	10,028	$ 2,992	$ 15.18	$ 2,288,282	$ 14.66	$ 2,209,355
Civilian Customers	51,289	95,936,708	$ 26,128,065	$ 27.23	$ 27.23	$ 26,128,065	1,871	$ 509	$ 11.46	$ 10,998,711	$ 15.77	$ 15,129,354
U.S. Navy	1	23,304,608	$ 4,155,974	$ 17.83	$ 17.83	$ 4,155,974			$ 6.53	$ 1,522,793	$ 11.30	$ 2,633,181
TOTAL	51,290	119,241,316	$ 30,284,040	$ 25.40	$ 25.40	$ 30,284,040	2,325	$ 590	$ 10.50	$ 12,521,504	$ 14.90	$ 17,762,536
Five Months Ended February 2018												
R Residential	43,992	207,254,376	$ 46,040,029	$ 22.21	$ 22.21	$ 46,040,029	4,711	$ 1,047	$ 9.61	$ 19,914,164	$ 12.61	$ 26,125,866
G Small Gen. Non Demand	4,138	34,082,288	$ 8,958,947	$ 26.29	$ 26.29	$ 8,958,947	8,237	$ 2,165	$ 13.66	$ 4,655,958	$ 12.63	$ 4,302,989
J Small Gen. Demand	983	77,157,122	$ 18,947,946	$ 24.56	$ 24.56	$ 18,947,946	78,460	$ 19,268	$ 11.99	$ 9,252,332	$ 12.57	$ 9,695,613
P Large General	118	130,253,282	$ 29,511,932	$ 22.66	$ 22.66	$ 29,511,932	1,101,974	$ 249,678	$ 10.35	$ 13,477,504	$ 12.31	$ 16,034,429
I Independent Power Producer	528	282,194	$ 63,044	$ -	$ 22.34	$ 63,044	534	$ 119	$ 10.67	$ 30,118	$ 11.67	$ 32,925
H Private St. Lights	3	168,787	$ 127,140	$ 75.33	$ 75.33	$ 127,140	64,918	$ 48,900	$ 62.99	$ 106,313	$ 12.34	$ 20,827
Sub-Total	49,762	449,198,050	$ 103,649,038	$ 23.07	$ 23.07	$ 103,649,038	9,027	$ 2,083	$ 10.56	$ 47,436,389	$ 12.51	$ 56,212,649
Government Service:												
S Small Non Demand	681	6,146,591	$ 1,677,018	$ 27.28	$ 27.28	$ 1,677,018	9,031	$ 2,464	$ 14.97	$ 920,335	$ 12.31	$ 756,682
K Small Demand	351	39,926,301	$ 10,268,634	$ 25.72	$ 25.72	$ 10,268,634	113,685	$ 29,239	$ 13.40	$ 5,350,597	$ 12.32	$ 4,918,037
L Large	47	32,002,581	$ 7,937,307	$ 24.80	$ 24.80	$ 7,937,307	683,816	$ 169,601	$ 12.63	$ 4,043,227	$ 12.17	$ 3,894,080
F Street Lighting (Agencies)	389	3,565,091	$ 2,149,230	$ 60.29	$ 60.29	$ 2,149,230	9,174	$ 5,531	$ 47.96	$ 1,709,767	$ 12.33	$ 439,463
Sub-Total	1,467	81,640,563	$ 22,032,189	$ 26.99	$ 26.99	$ 22,032,189	55,644	$ 15,016	$ 14.73	$ 12,023,927	$ 12.26	$ 10,008,262
Civilian Customers	51,229	530,838,612	$ 125,681,227			$ 125,681,227	10,362	$ 2,453		$ 59,460,316		$ 66,220,911
U.S. Navy	1	130,177,731	$ 22,937,166	$ 17.62	$ 17.62	$ 22,937,166			$ 6.16	$ 8,015,843	$ 11.46	$ 14,921,323
TOTAL	51,230	661,016,343	$ 148,618,393	$ 22.48	$ 22.48	$ 148,618,393	12,903	$ 2,901	$ 10.21	$ 67,476,159	$ 12.28	$ 81,142,234
Twelve Months Ended February 2018												
R Residential	43,918	513,931,308	$ 109,024,353	$ 21.21	$ 21.21	$ 109,024,353	11,702	$ 2,482	$ 9.60	$ 49,317,073	$ 11.62	$ 59,707,280
G Small Gen. Non Demand	4,135	84,154,981	$ 21,238,611	$ 25.24	$ 25.24	$ 21,238,611	20,351	$ 5,136	$ 13.60	$ 11,448,897	$ 11.63	$ 9,789,714
J Small Gen. Demand	985	190,201,689	$ 44,672,129	$ 23.49	$ 23.49	$ 44,672,129	193,180	$ 45,372	$ 11.89	$ 22,617,464	$ 11.60	$ 22,054,665
P Large General	117	315,396,670	$ 68,591,949	$ 21.75	$ 21.75	$ 68,591,949	2,699,544	$ 587,092	$ 10.31	$ 32,512,451	$ 11.44	$ 36,079,498
I Independent Power Producer	3	809,819	$ 185,194	$ 22.87	$ 22.87	$ 185,194	269,940	$ 61,731	$ 11.46	$ 92,825	$ 11.41	$ 92,369
H Private St. Lights	528	450,582	$ 302,479	$ 67.13	$ 67.13	$ 302,479	854	$ 573	$ 56.73	$ 255,595	$ 10.41	$ 46,883
Sub-Total	49,685	1,104,945,049	$ 244,014,715	$ 22.08	$ 22.08	$ 244,014,715	22,239	$ 4,911	$ 10.52	$ 116,244,306	$ 11.56	$ 127,770,409
Government Service:												
S Small Non Demand	680	14,530,715	$ 3,850,909	$ 26.50	$ 26.50	$ 3,850,909	21,361	$ 5,661	$ 15.02	$ 2,181,930	$ 11.49	$ 1,668,979
K Small Demand	350	96,537,751	$ 24,026,222	$ 24.89	$ 24.89	$ 24,026,222	275,691	$ 68,614	$ 13.42	$ 12,955,488	$ 11.47	$ 11,070,734
L Large	46	76,477,613	$ 18,304,945	$ 23.94	$ 23.94	$ 18,304,945	1,671,642	$ 400,108	$ 12.59	$ 9,631,806	$ 11.34	$ 8,673,139
F Street Lighting (Agencies)	332	8,943,540	$ 5,290,525	$ 59.15	$ 59.15	$ 5,290,525	26,925	$ 15,927	$ 47.70	$ 4,266,111	$ 11.45	$ 1,024,414
Sub-Total	1,408	196,489,620	$ 51,472,601	$ 26.20	$ 26.20	$ 51,472,601	139,519	$ 36,549	$ 14.78	$ 29,035,335	$ 11.42	$ 22,437,266
Civilian Customers	51,093	1,301,434,669	$ 295,487,315	$ 22.70	$ 22.70	$ 295,487,315	25,472	$ 41,460	$ 11.16	$ 145,279,641	$ 11.54	$ 150,207,675
U.S. Navy	1	319,107,219	$ 57,747,845	$ 18.10	$ 18.10	$ 57,747,845			$ 6.32	$ 20,152,453	$ 11.78	$ 37,595,392
TOTAL	51,094	1,620,541,888	$ 353,235,160	$ 21.80	$ 21.80	$ 353,235,160	31,717	$ 6,913	$ 10.21	$ 165,432,094	$ 11.59	$ 187,803,066

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

318Feb18 **FY 2018 Versus FY 2017**

	February 2018		February 2017		Y T D 2018		Y T D 2017		MOVING TWELVE MONTHS	
Gross Generation										
Number of days in Period	**28**		**28**		**151**		**31**		**365**	
Peak demand	**241**		**246**		**254**		**252**		**261**	
Date	**02/12/18**		**02/25/17**		**10/30/17**		**11/29/16**		**08/01/17**	
	KWH	**% change**	**KWH**	**% change**	**KWH**	**% change**	**KWH**	**% change**	**KWH**	**% change**
Energy Account:										
Kilowatt hours GPA:										
Cabras 1 & 2	58,479,000		58,596,000		316,294,000		328,374,000		682,913,000	
Cabras No. 3	0		0		0		0		0	
Cabras No. 4	0		0		0		0		0	
MEC (ENRON) Piti 8 (IPP)	22,095,400		26,974,100		129,721,000		139,541,400		309,813,300	
MEC (ENRON) Piti 9 (IPP)	24,733,700		27,929,300		137,758,900		134,194,400		311,626,800	
TEMES Piti 7 (IPP)	145,493		1,987,690		5,529,245		3,922,984		48,587,629	
Tanguisson 2	0		0		0		0		0	
Tanguisson 1	0		0		0		0		0	
Diesels/CT's & Others:							0			
MDI 10MW	0		409,341		21,414		1,937,833		341,208	
NRG Solar Dandan	3,958,838		3,071,715		18,639,217		16,913,229		44,916,790	
Dededo CT #1	99,340		0		483,740		0		7,607,040	
Dededo CT #2	172,700		11,464		250,000		11,464		6,071,128	
Macheche CT	2,531,287		4,375,860		17,366,989		9,445,103		63,489,443	
Yigo CT (Leased)	2,335,631		1,149,462		13,512,827		13,113,869		41,774,904	
Tenjo	3,076,410		2,723,340		16,140,580		10,786,160		50,811,900	
Talofofo 10 MW	1,402,530		949,150		5,029,410		3,549,180		20,251,620	
Aggreko	11,990,124		3,045,998		64,396,071		53,609,938		184,232,672	
Wind Turbine*	39,425		44,679		180,214		267,324		300,085	
Orote	0		0		0		0		0	
Marbo	0		0		0		0		0	
	131,059,877		**131,268,099**		**725,323,607**		**715,666,884**		**1,772,737,519**	
Ratio to last year		99.84		101.85		101.35		**102.60**		**101.94**
Station use	4,968,404		5,381,525		27,836,668		28,900,995		64,830,669	
Ratio to Gross generation		3.79		4.10		3.84		4.04		**3.66**
Net send out	126,091,473		125,886,573		697,486,939		686,765,890		1,707,906,850	
Ratio to last year		100.16		101.50		101.56		**102.73**		**102.01**
KWH deliveries:										
Sales to Navy (@34.5kv)	**23,304,608**		**22,750,741**		**130,177,731**		**129,656,414**		**319,107,220**	
Ratio to last year		102.43		92.07		100.40		**98.78**		**100.83**
GPA-metered	**102,786,865**		**103,135,832**		**567,309,208**		**557,109,476**		**1,388,799,630**	
Ratio to last year		99.66		103.85		101.83		**103.70**		**102.29**
Power factor adj.	0		0		0		0		0	
Adjusted	102,786,865		103,135,832		567,309,208		557,109,476		1,388,799,630	
GPA KWH Accountability:										
Sales to civilian customers-										
accrual basis	**95,936,708**		**94,866,692**		**530,838,612**		**520,911,054**		**1,301,434,670**	
Ratio to last year		101.13		101.17		101.91		**103.43**		**102.19**
GPA use-KWH	303,811		233,091		1,518,073		1,265,936		3,396,374	
Unaccounted For	6,546,346		8,036,049		34,952,523		34,932,485		83,968,585	
Ratio to deliveries		6.37		7.79		6.16		6.27		6.05
Ratio to Gross Generation		4.99		6.12		4.82		4.88		4.74
Ratio to Net Send Out		5.19		6.38		5.01		5.09		4.92

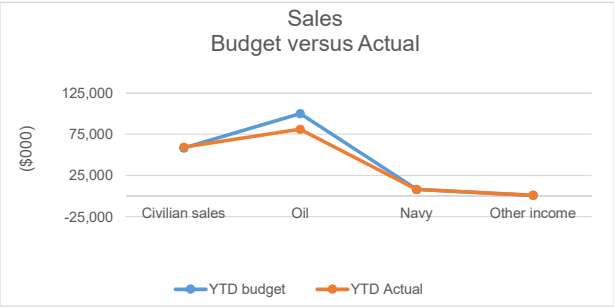
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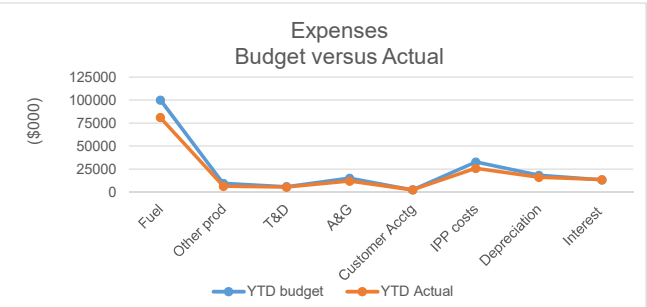
Guam Power Authority
Fuel Consumption
FY 2018

Description	February 2018 BARRELS	February 2018 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	157,224	$9,975,593	809,142	$ 49,087,024	1,531,038	$ 90,472,264
Diesel	42,475	$3,853,402	239,410	$ 19,360,827	853,438	$ 63,885,113
Low Sulfur	4,893	$292,279	71,573	$ 4,384,312	451,213	$ 26,633,503
Deferred Fuel Costs	0	$2,385,338	0	$ 2,360,403	0	$ (9,388,192)
Fuel Adjustments	0	-$9,884		$ (19,006)	0	$ (382,263)
Fuel Handling Costs	0	$1,265,807	0	$ 5,968,674	0	$ 16,582,775
	204,592	**$17,762,535**	**1,120,125**	**$ 81,142,235**	**2,835,689**	**$ 187,803,200**
IWPS:						
GPA RFO	157,224	$9,975,593	809,142	$ 49,087,024	1,531,038	$ 90,472,264
Diesel	42,475	$3,853,402	239,410	$ 19,360,827	853,438	$ 63,885,113
Low Sulfur	4,893	$292,279	71,573	$ 4,384,312	451,213	$ 26,633,503
Deferred Fuel Costs	0	$2,385,338	0	$ 2,360,403	0	$ (9,388,192)
Fuel Variance	0	-$9,884	0	$ (19,006)		$ (382,263)
Fuel Handling Costs	0	$1,265,807	0	$ 5,968,674	0	$ 16,582,775
	204,592	**$17,762,535**	**1,120,125**	**$ 81,142,235**	**2,835,689**	**$ 187,803,200**
AVERAGE COST/Bbl.						
GPA RFO		**$63.45**		**$60.67**		**$59.09**
Diesel		**$90.72**		**$80.87**		**$74.86**
Low Sulfur		**$59.73**		**$61.26**		**$59.03**
AS BURNED						
Cabras 1 & 2						
RFO	95,183	$ 6,039,181	473,411	$ 28,812,563	966,176	$ 57,056,523
Low Sulfur	3,607	$ 213,231	46,008	$ 2,813,011	180,009	$ 10,634,399
Diesel	5	$ 355	366	$ 24,519	2,360	$ 159,103
	98,795	$ 6,252,767	519,784	$ 31,650,092	1,148,545	$ 67,850,025
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	62,041	$ 3,936,412	335,731	$ 20,274,461	564,862	$ 33,415,742
Low Sulfur	1,286	$ 79,049	25,565	$ 1,571,301	271,204	$ 15,999,104
Diesel	0	$ -	38	$ 2,127	77	$ 4,322
	63,327	$ 4,015,461	361,334	$ 21,847,889	836,143	$ 49,419,168
Diesel & CT's - GPA:						
MDI Dsl	0	$ -	31	$ 2,013	541	$ 36,221
Macheche CT	6,120	$ 549,055	38,315	$ 3,044,970	138,620	$ 10,350,240
Yigo CT	5,048	$ 455,903	28,008	$ 2,275,839	86,416	$ 6,493,818
Talofofo 10 MW	2,446	$ 223,034	8,683	$ 728,815	34,497	$ 2,594,842
Aggreko	22,174	$ 2,031,090	118,220	$ 9,582,251	335,410	$ 25,207,056
Tenjo	5,293	$ 488,097	27,687	$ 2,322,309	88,266	$ 6,830,333
TEMES (IPP)	440	$ 32,512	15,341	$ 1,158,265	124,091	$ 9,043,219
GWA Generators	22	$ 2,528	283	$ 33,295	684	$ 80,465
	42,470	$ 3,853,047	239,007	$ 19,334,181	851,000	$ 63,721,688
Deferred Fuel Costs	0	$ 2,385,338		$ 2,360,403		$ (9,388,192)
Adjustment		$ (9,884)		$ (19,006)		$ (382,263)
Fuel Handling Costs	0	$ 1,265,807		$ 5,968,674		$ 16,582,775
TOTAL	**204,593**	**$ 17,762,535**	**1,120,125**	**$ 81,142,235**	**2,835,689**	**$ 187,803,200**

Statement of operations
Comparison-Budget versus Actual
For the month and year to date ended February 28, 2018

	Budget	Actual February-18	Variance	YTD Budget	YTD Actual	Variance
KwH Sales-Civilian	97,101	95,937	1,164	521,867	530,858	-8,991
Non-fuel yield	$ 0.106092	$ 0.114648	$ (0.008556)	$ 0.111902	$ 0.112009	$ (0.000107)
KwH Sales-Navy	24,567	23,305	1,262	130,487	129,767	720
Non-fuel yield	$ 0.061774	$ 0.065351	$ (0.003577)	$ 0.061774	$ 0.061765	$ 0.000010
Operating revenue						
Civilian sales	10,904	10,999	(95)	58,398	59,461	(1,063)
Oil	18,692	17,763	929	100,223	81,142	19,081
Navy	1,518	1,523	(5)	8,061	8,015	46
Other income	169	260	(91)	846	912	(66)
	31,283	30,545	738	167,527	149,530	17,998
Bad debts expense	87	87	0	433	433	0
Total operating revenues	31,196	30,458	738	167,094	149,097	17,998
Operating expenses:						
Production fuel	18,692	17,763	930	100,223	81,142	19,081
O & M expenses:						
Other production	2,029	1,212	817	9,605	6,362	3,243
Transmission distribution	1,163	1,248	(86)	5,878	5,388	491
Administrative expense	2,760	2,326	434	15,213	12,096	3,116
Customer accounting	484	379	105	2,045	2,051	(6)
	6,435	5,165	1,270	32,741	25,897	6,844
IPP costs	1,383	1,384	(1)	7,672	7,721	(49)
Depreciation	3,635	2,894	741	18,175	16,133	2,042
	30,146	27,206	2,940	158,810	130,893	27,916
Operating income	1,051	3,253	(2,202)	8,285	18,203	(9,919)
Other revenue (expenses):						
Investment income	99	(444)	542	493	1,460	(967)
Interest expense	(2,654)	(2,650)	(4)	(13,279)	(13,482)	204
AFUDC	61	197	(136)	304	1,218	(913)
Bond issuance costs/Other expenses	135	63	71	673	(2,389)	3,062
Net income before capital contribution	(1,309)	419	(1,729)	(3,524)	5,009	(8,534)
Grants from the U.S. Government	-	70	(70)	-	75	(75)
Increase (decrease) in net assets	(1,309)	489	(1,799)	(3,524)	5,084	(8,609)

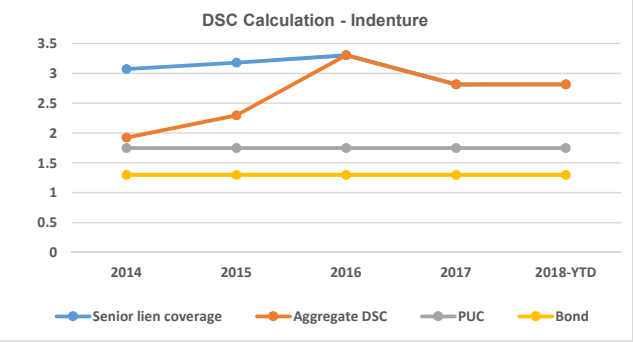


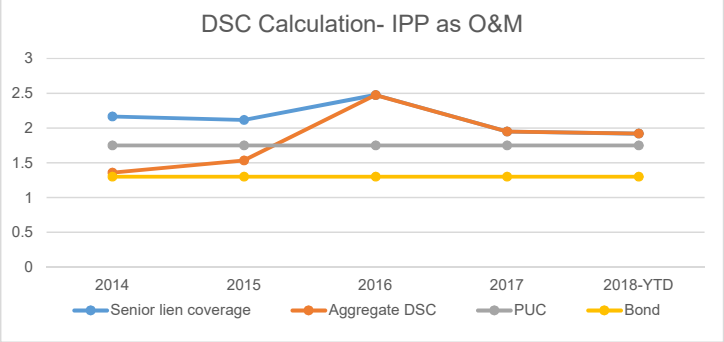


Guam Power Authority
Debt service coverage
February 28, 2018

	2014	2015	2016	2017	YTD 2/28/2018
Operating revenues					
Sales	434,462	366,185	306,896	331,071	148,618
Miscellaneous	2,156	4,775	2,294	2,245	912
Total revenues	436,618	370,960	309,190	333,316	149,530
Bad debts expense	178	959	990	472	433
Total operating revenues	$ 436,440	$ 370,001	$ 308,200	$ 332,844	$ 149,097
Operating expenses					
Production fuel	271,175	204,136	146,340	166,425	81,142
Other production	19,305	20,079	15,789	17,784	6,362
Energy conversion costs	20,632	18,404	16,800	19,935	7,721
Transmission and distribution	12,950	11,170	10,721	11,704	5,388
Customer accounting	3,821	3,780	4,502	4,284	2,051
Admin and General	28,393	21,908	28,846	26,798	12,096
Total Expenses	$ 356,276	$ 279,477	$ 222,998	$ 246,930	$ 114,760
Operating income	$ 80,164	$ 90,524	$ 85,202	$ 85,914	$ 34,336
Interest/Other income (expenses)	157	256	-1,188	-32	1,246
Debt service and lease payments					
IPP lease payments	23,084	26,622	20,790	20,796	8,240
Capital lease payments-Aggreko	0	0	0	5,609	3,116
2017 bonds	0	0	0	0	1,393
2014 bonds	0	0	10	5,084	2,118
2012 bonds	17,455	17,096	17,098	17,449	7,119
2010 senior bonds	7,999	7,999	7,999	7,999	2,000
2010 subordinate	15,193	9,605	0	0	0
Total Debt service-bonds	$ 40,647	$ 34,700	$ 25,106	$ 30,532	$ 12,631
Total Debt service and capital lease	$ 63,731	$ 61,322	$ 45,896	$ 56,937	$ 23,986

Debt service coverage (DSC) calculation-indenture					
Senior lien coverage	3.16	3.62	3.35	2.81	2.82
Aggregate debt service coverage	1.98	2.62	3.35	2.81	2.82
Debt service coverage (DSC) calculation-IPP as O&M					
Senior lien coverage	2.25	2.56	2.52	1.95	1.92
Aggregate debt service coverage	1.41	1.85	2.52	1.95	1.92

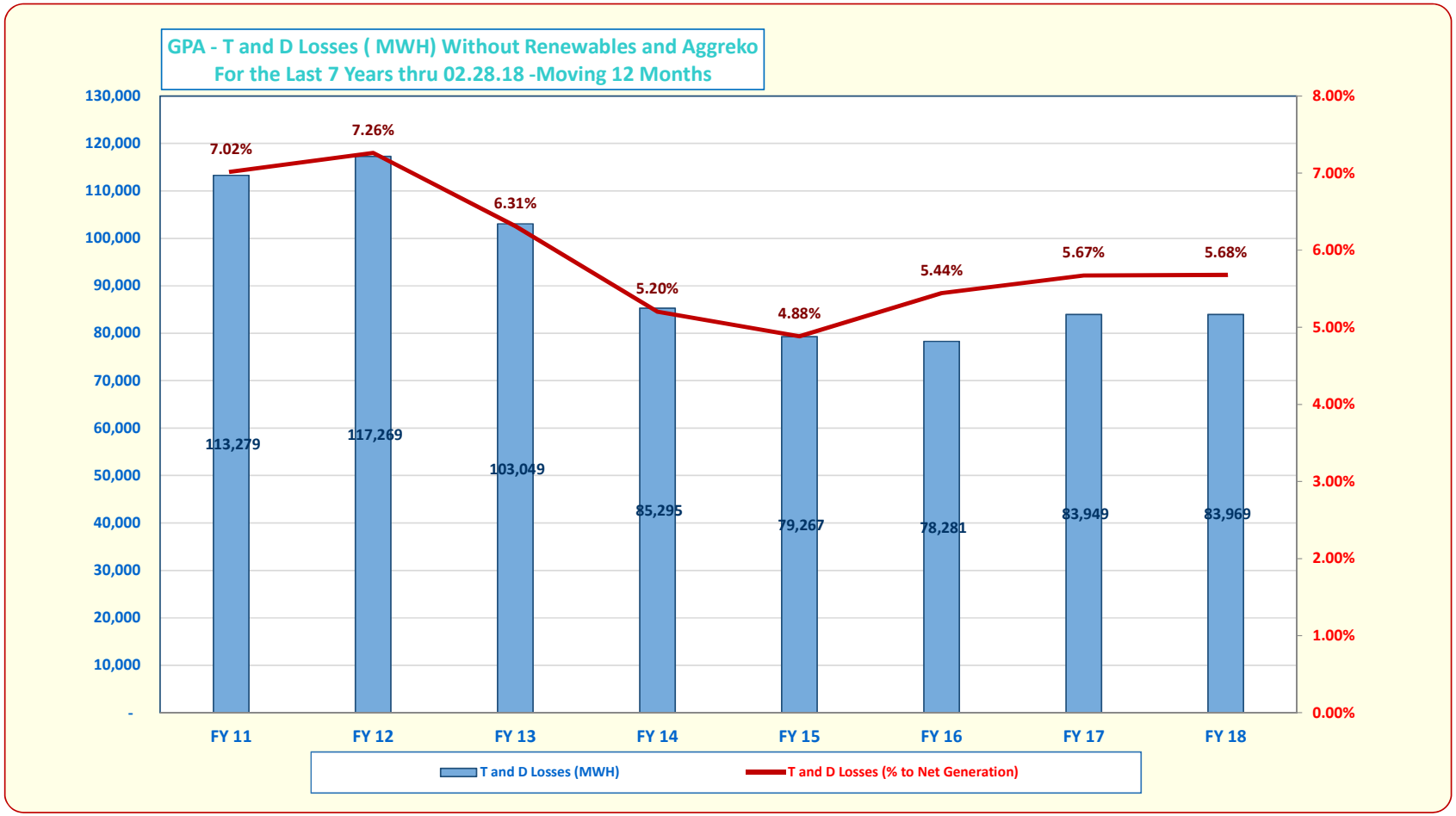


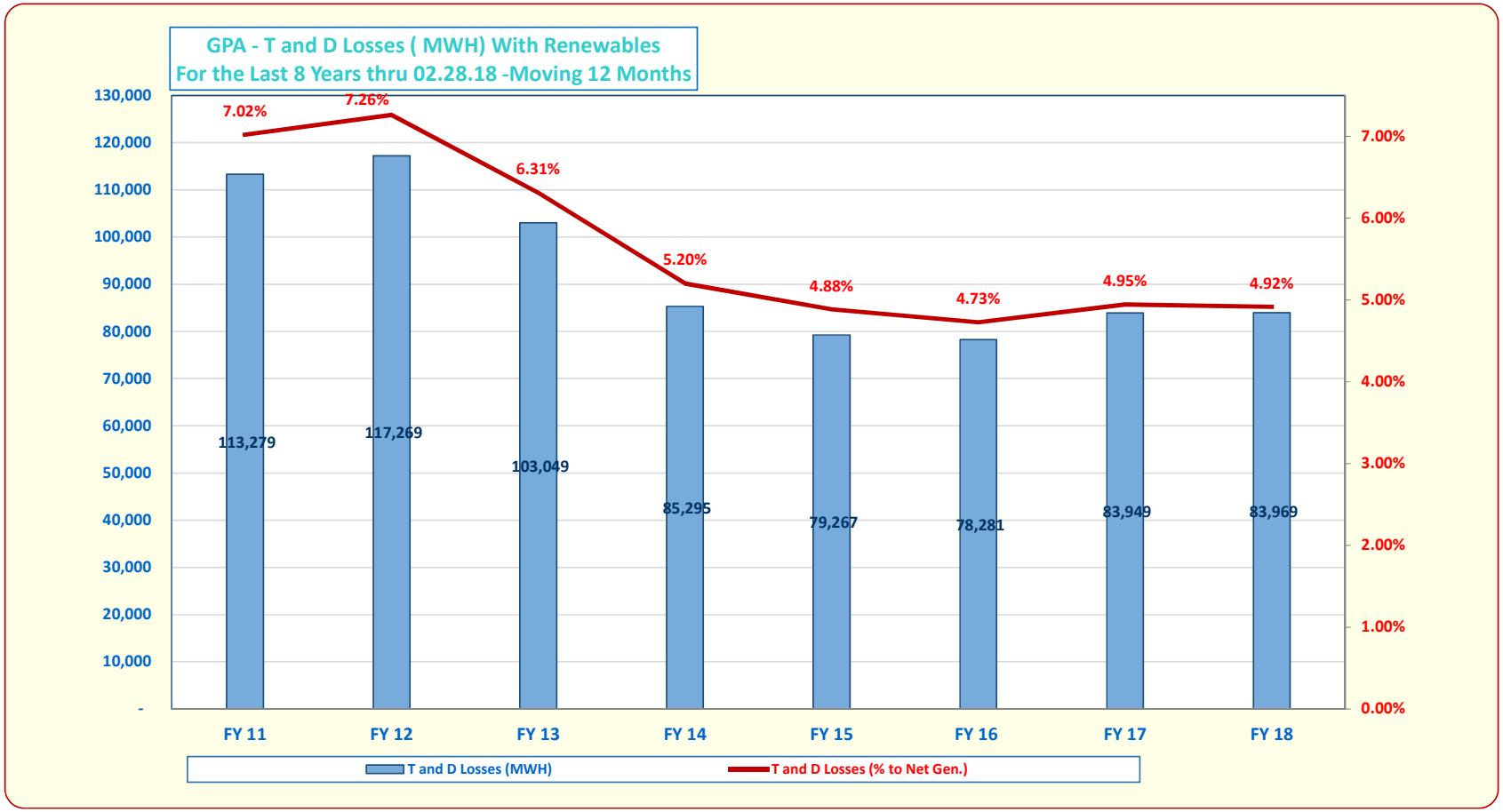


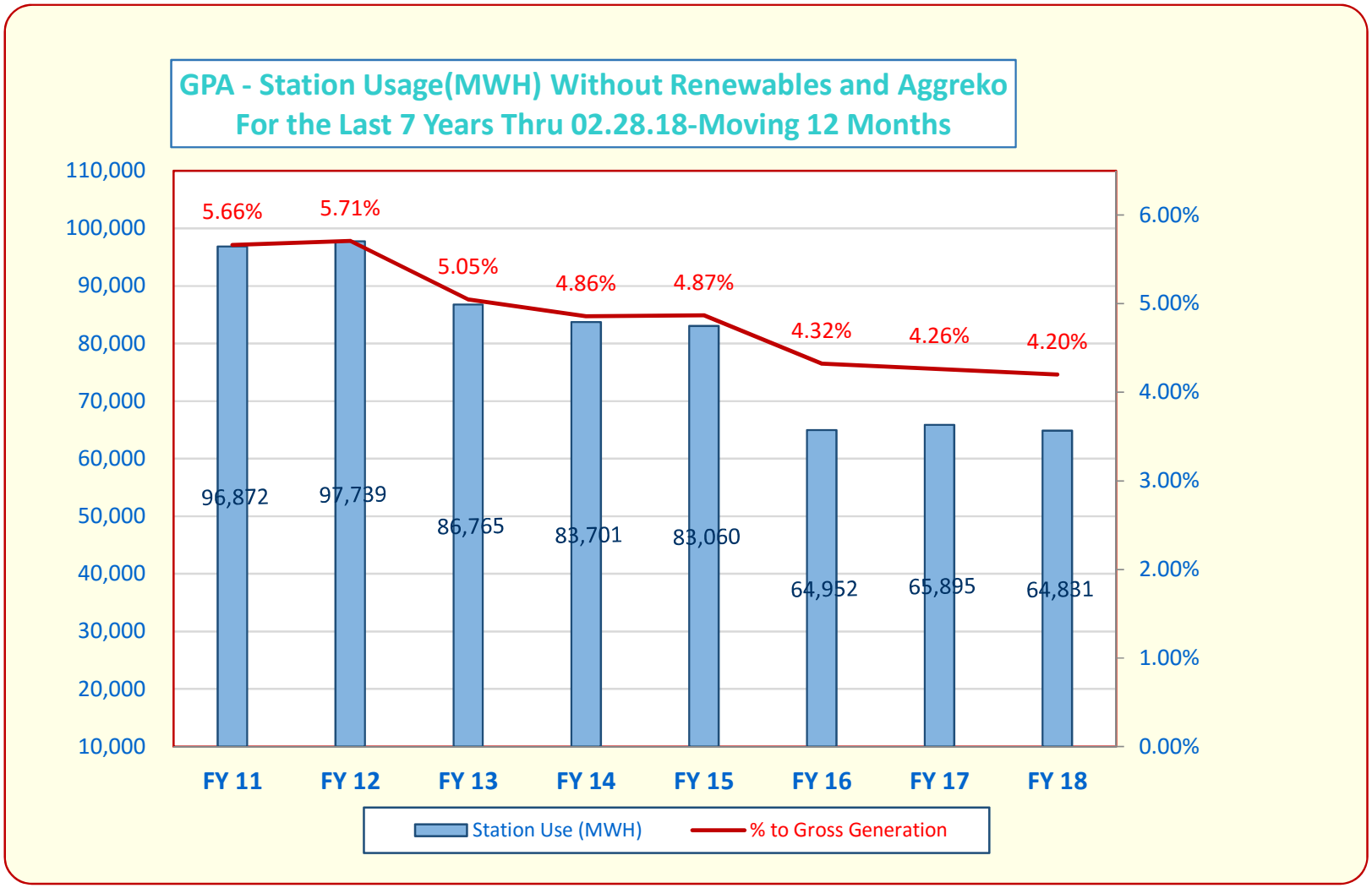
REVENUES-ACTUAL VS PROJECTIONS

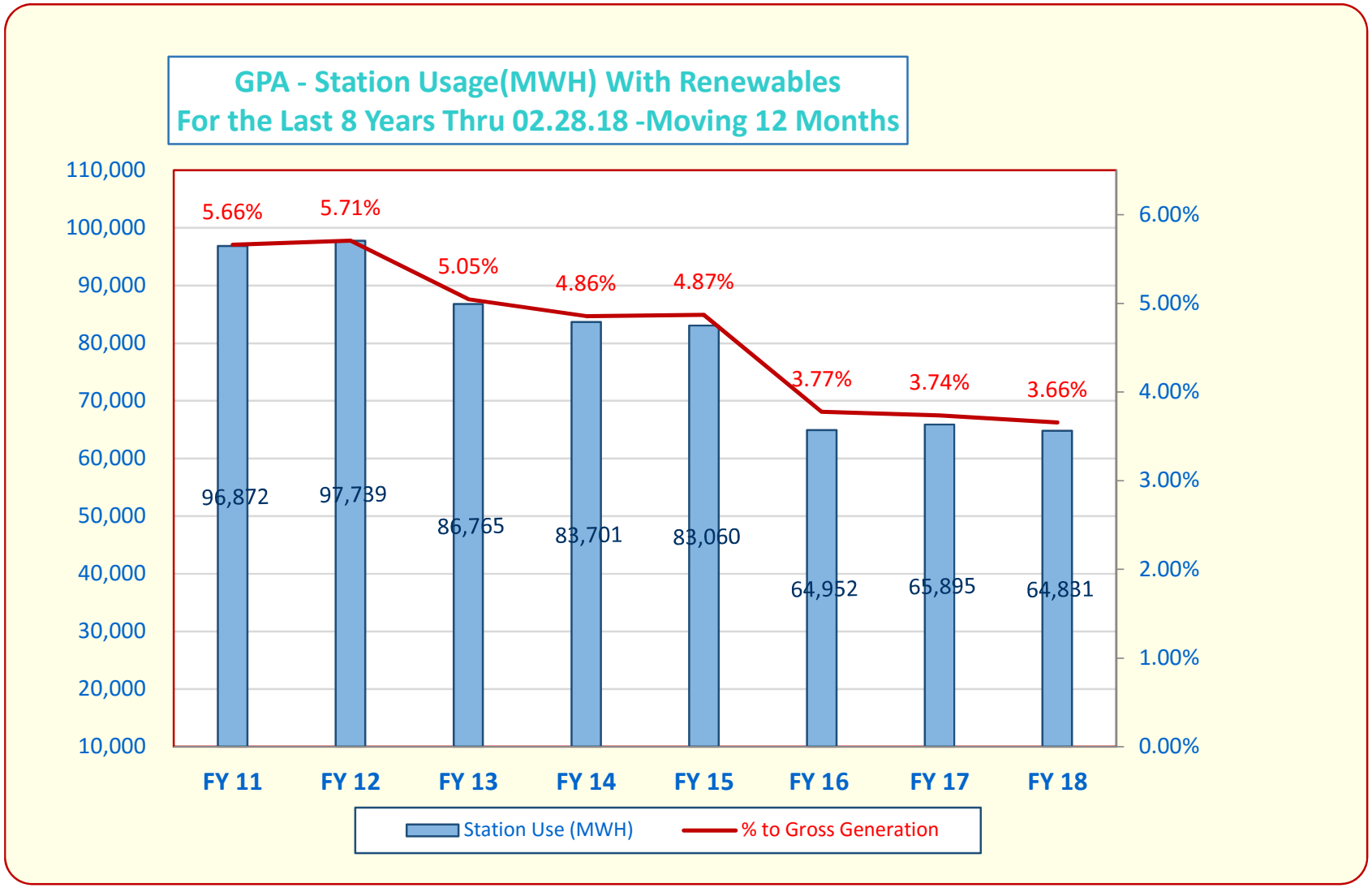
	MONTHLY - FEBRUARY 2018				YTD THRU 02/28/2018			
	PROJECTIONS	ACTUAL	VARIANCE	% VARIANCE	PROJECTIONS	ACTUAL	VARIANCE	% VARIANCE
KWH								
Residential	35,840,161	36,809,815	969,654	2.71%	199,283,037	207,254,376	7,971,339	4.00%
Small General-Non-Demand	6,528,668	6,154,115	(374,553)	-5.74%	34,002,848	34,082,288	79,441	0.23%
Small General-Demand	14,783,115	14,164,319	(618,796)	-4.19%	77,634,962	77,157,122	(477,840)	-0.62%
Large	24,639,833	23,674,407	(965,426)	-3.92%	131,851,233	130,253,282	(1,597,951)	-1.21%
Independent Power Producers	30,822	28,976	(1,846)	-5.99%	164,932	282,194	117,262	71.10%
Private St. Lites	52,233	32,408	(19,826)	-37.96%	275,574	168,787	(106,786)	-38.75%
Sub-total	**81,874,832**	**80,864,040**	**(1,010,793)**	**-1.23%**	**443,212,585**	**449,198,050**	**5,985,465**	**1.35%**
Government								
Small_Non Demand	972,308	1,119,571	147,263	15.15%	5,374,281	6,146,591	772,310	14.37%
Small-Demand	7,686,437	7,377,578	(308,858)	-4.02%	39,329,674	39,926,301	596,626	1.52%
Large	5,814,228	5,905,830	91,602	1.58%	29,914,734	32,002,581	2,087,846	6.98%
Public St. Lites	753,059	669,689	(83,370)	-11.07%	4,036,170	3,565,091	(471,079)	-11.67%
Sub-total	**15,226,031**	**15,072,669**	**(153,363)**	**-1.01%**	**78,654,860**	**81,640,563**	**2,985,703**	**3.80%**
Total-Civilian	**97,100,864**	**95,936,708**	**(1,164,156)**	**-1.20%**	**521,867,445**	**530,838,612**	**8,971,168**	**1.72%**
USN	24,566,683	23,304,608	(1,262,075)	-5.14%	130,487,602	130,177,731	(309,871)	-0.24%
Grand Total	**121,667,546**	**119,241,316**	**(2,426,230)**	**-1.99%**	**652,355,047**	**661,016,343**	**8,661,297**	**1.33%**
					-	-		
Non-Oil Yield								
Residential	0.096203	0.097038	0.000835	0.87%	0.096203	0.096086	(0.000118)	-0.12%
Small General-Non-Demand	0.136364	0.138821	0.002456	1.80%	0.136364	0.136609	0.000245	0.18%
Small General-Demand	0.119423	0.121731	0.002308	1.93%	0.119423	0.119915	0.000492	0.41%
Large	0.103705	0.107082	0.003377	3.26%	0.103705	0.103472	(0.000233)	-0.22%
Independent Power Producers	0.117983	0.132878	0.014895	0.00%	0.117983	0.106729	(0.011254)	0.00%
Private St. Lites	0.454278	0.646774	0.192496	42.37%	0.454278	0.629863	0.175585	38.65%
Sub-total	**0.106092**	**0.107717**	**0.001625**	**1.53%**	**0.105814**	**0.105602**	**(0.000212)**	**-0.20%**
Government					-			
Small_Non Demand	0.152255	0.152035	(0.000219)	-0.14%	0.152255	0.149731	(0.002524)	-1.66%
Small-Demand	0.135082	0.136597	0.001515	1.12%	0.135082	0.134012	(0.001070)	-0.79%
Large	0.128102	0.130201	0.002098	1.64%	0.128102	0.126341	(0.001761)	-1.37%
Public St. Lites	0.380746	0.509748	0.129002	33.88%	0.380746	0.479586	0.098840	25.96%
Sub-total	**0.145663**	**0.151817**	**0.006153**	**4.22%**	**0.146207**	**0.147279**	**0.001072**	**0.73%**
Total-Civilian	**0.112297**	**0.114645**	**0.002348**	**2.09%**	**0.111902**	**0.112012**	**0.000110**	**0.10%**
USN	0.061774	0.065343	0.003569	5.78%	0.061774	0.061576	(0.000198)	-0.32%
Grand Total	**0.102096**	**0.105010**	**0.002914**	**2.85%**	**0.101875**	**0.102079**	**0.000204**	**0.20%**
Non-Oil Revenues								
Residential	3,447,945	3,571,959	124,014	3.60%	19,171,704	19,914,164	742,460	3.87%
Small General-Non-Demand	890,277	854,318	(35,959)	-4.04%	4,636,773	4,655,958	19,186	0.41%
Small General-Demand	1,765,446	1,724,241	(41,205)	-2.33%	9,271,411	9,252,332	(19,079)	-0.21%
Large	2,555,265	2,535,100	(20,165)	-0.79%	13,673,584	13,477,504	(196,081)	-1.43%
Independent Power Producers	3,636	3,850	214	5.88%	19,459	30,118	10,659	54.78%
Private St. Lites	23,729	20,961	(2,768)	-11.66%	125,187	106,313	(18,874)	-15.08%
Sub-total	**8,686,298**	**8,710,429**	**24,131**	**0.28%**	**46,898,118**	**47,436,389**	**538,271**	**1.15%**
Government								
Small_Non Demand	148,038	170,214	22,176	14.98%	818,259	920,335	102,077	12.47%
Small-Demand	1,038,298	1,007,753	(30,544)	-2.94%	5,312,723	5,350,597	37,874	0.71%
Large	744,814	768,942	24,128	3.24%	3,832,138	4,043,227	211,089	5.51%
Public St. Lites	286,725	341,373	54,648	19.06%	1,536,757	1,709,767	173,010	11.26%
Sub-total	**2,217,875**	**2,288,282**	**70,408**	**3.17%**	**11,499,877**	**12,023,927**	**524,050**	**4.56%**
Total-Civilian	**10,904,173**	**10,998,711**	**94,539**	**0.87%**	**58,397,994**	**59,460,316**	**1,062,321**	**1.82%**
USN	1,517,581	1,522,793	5,212	0.34%	8,060,736	8,015,843	(44,893)	-0.56%
Grand Total	**12,421,754**	**12,521,504**	**99,750**	**0.80%**	**66,458,730**	**67,476,159**	**1,017,429**	**1.53%**
% of Total Revenues	39.92%	41.35%			39.87%	45.40%		
Oil Revenues								
Residential	5,506,205	6,061,473	555,268	10.08%	30,616,304	26,125,866	(4,490,438)	-14.67%
Small General-Non-Demand	1,003,014	1,015,340	12,326	1.23%	5,223,935	4,302,989	(920,946)	-17.63%
Small General-Demand	2,271,163	2,282,708	11,545	0.51%	11,927,235	9,695,613	(2,231,622)	-18.71%
Large	3,785,473	3,551,586	(233,887)	-6.18%	20,256,604	16,034,429	(4,222,175)	-20.84%
Independent Power Producers	4,735	4,118	(617)	-13.03%	25,339	32,925	7,587	29.94%
Private St. Lites	8,025	4,773	(3,252)	-40.53%	42,337	20,827	(21,510)	-50.81%
Sub-total	**12,578,616**	**12,919,999**	**341,383**	**2.71%**	**68,091,753**	**56,212,649**	**(11,879,104)**	**-17.45%**
Government								
Small_Non Demand	149,378	164,912	15,534	10.40%	825,663	756,682	(68,981)	-8.35%
Small-Demand	1,180,885	1,086,466	(94,418)	-8.00%	6,042,307	4,918,037	(1,124,270)	-18.61%
Large	893,253	859,355	(33,898)	-3.79%	4,595,868	3,894,080	(701,789)	-15.27%
Public St. Lites	115,694	98,622	(17,072)	-14.76%	620,086	439,463	(180,623)	-29.13%
Sub-total	**2,339,210**	**2,209,355**	**(129,854)**	**-5.55%**	**12,083,924**	**10,008,262**	**(2,075,662)**	**-17.18%**
Total-Civilian	**14,917,826**	**15,129,354**	**211,529**	**1.42%**	**80,175,678**	**66,220,911**	**(13,954,766)**	**-17.41%**
USN	3,774,235	2,633,181	(1,141,054)	-30.23%	20,047,106	14,921,323	(5,125,783)	-25.57%
Grand Total	**18,692,061**	**17,762,536**	**(929,525)**	**-4.97%**	**100,222,783**	**81,142,234**	**(19,080,550)**	**-19.04%**
% of Total Revenues	60.08%	58.65%			60.13%	54.60%		
Grand Total								
Residential	8,954,150	9,633,432	679,282	7.59%	49,788,008	46,040,029	(3,747,979)	-7.53%
Small General-Non-Demand	1,893,291	1,869,658	(23,633)	-1.25%	9,860,707	8,958,947	(901,760)	-9.14%
Small General-Demand	4,036,609	4,006,949	(29,660)	-0.73%	21,198,646	18,947,946	(2,250,700)	-10.62%
Large	6,340,738	6,086,686	(254,052)	-4.01%	33,930,188	29,511,932	(4,418,255)	-13.02%
Independent Power Producers	8,372	7,969	(403)	-4.81%	44,798	63,044	18,246	40.73%
Private St. Lites	31,753	25,733	(6,020)	-18.96%	167,524	127,140	(40,384)	-24.11%
Sub-total	**21,264,914**	**21,630,428**	**365,514**	**1.72%**	**114,989,871**	**103,649,038**	**(11,340,833)**	**-9.86%**
Government					-			
Small_Non Demand	297,416	335,126	37,710	12.68%	1,643,922	1,677,018	33,096	2.01%
Small-Demand	2,219,182	2,094,220	(124,962)	-5.63%	11,355,030	10,268,634	(1,086,396)	-9.57%
Large	1,638,067	1,628,297	(9,770)	-0.60%	8,428,007	7,937,307	(490,700)	-5.82%
Public St. Lites	402,419	439,995	37,577	9.34%	2,156,843	2,149,230	(7,612)	-0.35%
Sub-total	**4,557,085**	**4,497,638**	**(59,447)**	**-1.30%**	**23,583,801**	**22,032,189**	**(1,551,612)**	**-6.58%**
Total-Civilian	**25,821,998**	**26,128,065**	**306,067**	**1.19%**	**138,573,672**	**125,681,227**	**(12,892,445)**	**-9.30%**
USN	5,291,816	4,155,974	(1,135,842)	-21.46%	28,107,842	22,937,166	(5,170,676)	-18.40%
Grand Total	**31,113,815**	**30,284,040**	**(829,775)**	**-2.67%**	**166,681,514**	**148,618,393**	**(18,063,121)**	**-10.84%**
	-	-	-					

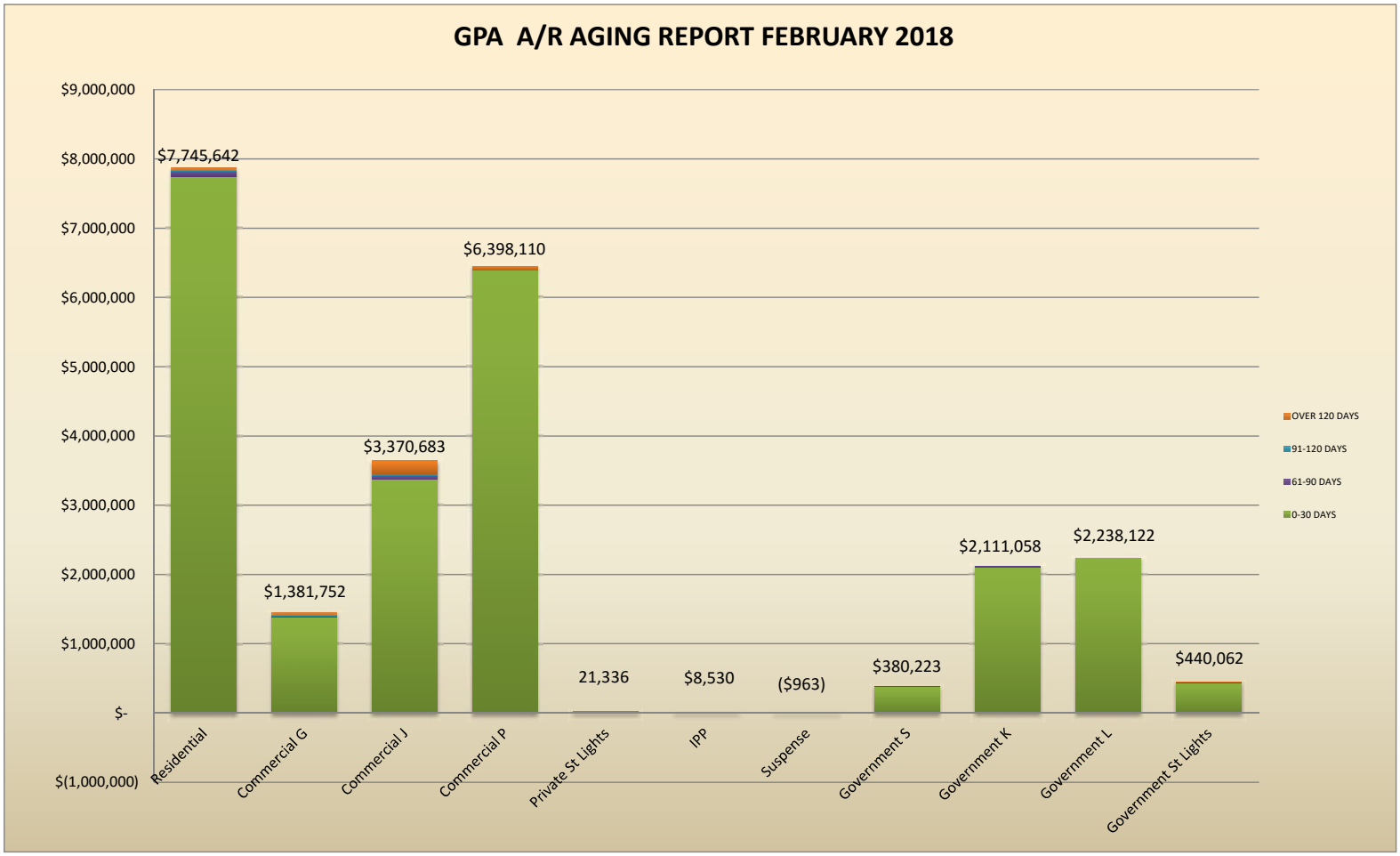
	YTD REVENUES - CURRENT YEAR VS PRIOR YEAR				MTD REVENUES - CURRENT YEAR VS PRIOR YEAR			
	ACTUALS - 5 MONTHS ENDED FEBRUARY 28				ACTUALS - MONTH ENDED FEBRUARY 28			
	2018	2017	VARIANCE	% VARIANCE	2018	2017	VARIANCE	% VARIANCE
KWH								
Residential	207,254,376	199,658,670	7,595,706	3.80%	36,809,815	35,936,337	873,478	2.43%
Small General-Non-Demand	34,082,288	33,827,007	255,281	0.75%	6,154,115	6,497,885	(343,770)	-5.29%
Small General-Demand	77,157,122	77,006,358	150,764	0.20%	14,164,319	13,890,958	273,361	1.97%
Large	130,253,282	129,429,842	823,439	0.64%	23,674,407	23,699,969	(25,562)	-0.11%
Independent Power Producers	282,194	434,198	(152,004)	-35.01%	28,976	67,797	(38,820)	-57.26%
Private St. Lites	168,787	210,613	(41,826)	-19.86%	32,408	32,325	83	0.26%
Sub-total	**449,198,050**	**440,566,688**	**8,631,361**	**1.96%**	**80,864,040**	**80,125,270**	**738,770**	**0.92%**
Government								
Small_Non Demand	6,146,591	5,518,121	628,470	11.39%	1,119,571	996,603	122,967	12.34%
Small-Demand	39,926,301	40,267,151	(340,851)	-0.85%	7,377,578	7,382,544	(4,965)	-0.07%
Large	32,002,581	30,422,936	1,579,645	5.19%	5,905,830	5,654,767	251,063	4.44%
Public St. Lites	3,565,091	4,136,157	(571,066)	-13.81%	669,689	707,509	(37,819)	-5.35%
Sub-total	**81,640,563**	**80,344,365**	**1,296,198**	**1.61%**	**15,072,669**	**14,741,423**	**331,246**	**2.25%**
Total-Civilian	**530,838,612**	**520,911,054**	**9,927,559**	**1.91%**	**95,936,708**	**94,866,692**	**1,070,016**	**1.13%**
USN	130,177,731	129,656,413	521,318	0.40%	23,304,608	22,750,741	553,868	2.43%
Grand Total	**661,016,343**	**650,567,466**	**10,448,877**	**1.61%**	**119,241,316**	**117,617,433**	**1,623,883**	**1.38%**
Non-Oil Yield								
Residential	0.096086	0.096803	-0.000718	-0.74%	0.097038	0.098477	-0.001439	-1.46%
Small General-Non-Demand	0.136609	0.137591	-0.000982	-0.71%	0.138821	0.140148	-0.001327	-0.95%
Small General-Demand	0.119915	0.120878	-0.000962	-0.80%	0.121731	0.125381	-0.003650	-2.91%
Large	0.103472	0.103375	0.000096	0.09%	0.107082	0.107479	-0.000397	-0.37%
Independent Power Producers	0.000000	0.113642	-0.113642	-100.00%	0.132878	0.120229	0.012649	10.52%
Private St. Lites	0.629863	0.535485	0.094378	17.62%	0.646774	0.661940	-0.015165	-2.29%
Sub-total	**0.105602**	**0.106300**	**-0.000698**	**-0.66%**	**0.107717**	**0.109429**	**-0.001712**	**-1.56%**
Government								
Small_Non Demand	0.149731	0.152733	-0.003002	-1.97%	0.152035	0.154667	-0.002631	-1.70%
Small-Demand	0.134012	0.135314	-0.001302	-0.96%	0.136597	0.141372	-0.004775	-3.38%
Large	0.126341	0.126774	-0.000433	-0.34%	0.130201	0.131600	-0.001399	-1.06%
Public St. Lites	0.479586	0.465676	0.013909	2.99%	0.509748	0.527763	-0.018015	-3.41%
Sub-total	**0.147279**	**0.150284**	**-0.003005**	**-2.00%**	**0.151817**	**0.157067**	**-0.005250**	**-3.34%**
Total-Civilian	**0.112012**	**0.113084**	**-0.001072**	**-0.95%**	**0.114645**	**0.116832**	**-0.002186**	**-1.87%**
USN	0.061576	0.060057	0.001519	2.53%	0.065343	0.060232	0.005111	8.48%
Grand Total	**0.102079**	**0.102516**	**-0.000436**	**-0.43%**	**0.105010**	**0.105884**	**-0.000874**	**-0.83%**
Non-Oil Revenues								
Residential	19,914,164	19,327,595	586,569	3.03%	3,571,959	3,538,907	33,052	0.93%
Small General-Non-Demand	4,655,958	4,654,295	1,663	0.04%	854,318	910,664	(56,347)	-6.19%
Small General-Demand	9,252,332	9,308,357	(56,025)	-0.60%	1,724,241	1,741,662	(17,421)	-1.00%
Large	13,477,504	13,379,864	97,640	0.73%	2,535,100	2,547,254	(12,154)	-0.48%
Independent Power Producers	30,118	49,343	(19,225)	-38.96%	3,850	8,151	(4,301)	-52.76%
Private St. Lites	106,313	112,780	(6,467)	-5.73%	20,961	21,397	(436)	-2.04%
Sub-total	**47,436,389**	**46,832,234**	**604,155**	**1.29%**	**8,710,429**	**8,768,035**	**(57,606)**	**-0.66%**
Government								
Small_Non Demand	920,335	842,800	77,535	9.20%	170,214	154,141	16,073	10.43%
Small-Demand	5,350,597	5,448,713	(98,115)	-1.80%	1,007,753	1,043,685	(35,931)	-3.44%
Large	4,043,227	3,856,835	186,392	4.83%	768,942	744,166	24,776	3.33%
Public St. Lites	1,709,767	1,926,111	(216,344)	-11.23%	341,373	373,397	(32,024)	-8.58%
Sub-total	**12,023,927**	**12,074,459**	**(50,532)**	**-0.42%**	**2,288,282**	**2,315,389**	**(27,107)**	**-1.17%**
Total-Civilian	**59,460,316**	**58,906,693**	**553,623**	**0.94%**	**10,998,711**	**11,083,424**	**(84,713)**	**-0.76%**
USN	8,015,843	7,786,778	229,066	2.94%	1,522,793	1,370,332	152,461	11.13%
Grand Total	**67,476,159**	**66,693,471**	**782,688**	**1.17%**	**12,521,504**	**12,453,756**	**67,748**	**0.54%**
% of Total Revenues								
Oil Revenues								
Residential	26,125,866	18,290,060	7,835,806	42.84%	6,061,473	4,109,577	1,951,896	47.50%
Small General-Non-Demand	4,302,989	3,106,773	1,196,216	38.50%	1,015,340	739,715	275,624	37.26%
Small General-Demand	9,695,613	7,036,976	2,658,637	37.78%	2,282,708	1,568,643	714,066	45.52%
Large	16,034,429	11,718,179	4,316,250	36.83%	3,551,586	2,518,772	1,032,814	41.00%
Independent Power Producers	32,925	39,538	(6,613)	-16.72%	4,118	6,894	(2,775)	-40.26%
Private St. Lites	20,827	18,838	1,989	10.56%	4,773	3,396	1,377	40.55%
Sub-total	**56,212,649**	**40,210,364**	**16,002,285**	**39.80%**	**12,919,999**	**8,946,997**	**3,973,002**	**44.41%**
Government								
Small_Non Demand	756,682	496,316	260,366	52.46%	164,912	104,694	60,217	57.52%
Small-Demand	4,918,037	3,623,778	1,294,259	35.72%	1,086,466	775,544	310,923	40.09%
Large	3,894,080	2,754,892	1,139,187	41.35%	859,355	587,292	272,063	46.32%
Public St. Lites	439,463	371,290	68,173	18.36%	98,622	74,324	24,298	32.69%
Sub-total	**10,008,262**	**7,246,277**	**2,761,985**	**38.12%**	**2,209,355**	**1,541,855**	**667,501**	**43.29%**
Total-Civilian	**66,220,911**	**47,456,640**	**18,764,271**	**39.54%**	**15,129,354**	**10,488,852**	**4,640,503**	**44.24%**
USN	14,921,323	12,307,177	2,614,146	21.24%	2,633,181	2,262,351	370,830	16.39%
Grand Total	**81,142,234**	**59,763,817**	**21,378,416**	**35.77%**	**17,762,536**	**12,751,203**	**5,011,333**	**39.30%**
% of Total Revenues								
Grand Total								
Residential	46,040,029	37,617,654	8,422,375	22.39%	9,633,432	7,648,484	1,984,948	25.95%
Small General-Non-Demand	8,958,947	7,761,068	1,197,879	15.43%	1,869,658	1,650,380	219,278	13.29%
Small General-Demand	18,947,946	16,345,334	2,602,612	15.92%	4,006,949	3,310,305	696,645	21.04%
Large	29,511,932	25,098,043	4,413,889	17.59%	6,086,686	5,066,026	1,020,660	20.15%
Independent Power Producers	63,044	88,881	(25,837)	-29.07%	7,969	15,045	(7,076)	-47.03%
Private St. Lites	127,140	131,618	(4,478)	-3.40%	25,733	24,793	940	3.79%
Sub-total	**103,649,038**	**87,042,598**	**16,606,440**	**19.08%**	**21,630,428**	**17,715,032**	**3,915,395**	**22.10%**
Government								
Small_Non Demand	1,677,018	1,339,117	337,901	25.23%	335,126	258,835	76,290	29.47%
Small-Demand	10,268,634	9,072,491	1,196,143	13.18%	2,094,220	1,819,228	274,992	15.12%
Large	7,937,307	6,611,727	1,325,580	20.05%	1,628,297	1,331,459	296,839	22.29%
Public St. Lites	2,149,230	2,297,401	(148,171)	-6.45%	439,995	447,721	(7,726)	-1.73%
Sub-total	**22,032,189**	**19,320,736**	**2,711,453**	**14.03%**	**4,497,638**	**3,857,244**	**640,394**	**16.60%**
Total-Civilian	**125,681,227**	**106,363,333**	**19,317,893**	**18.16%**	**26,128,065**	**21,572,276**	**4,555,790**	**21.12%**
USN	22,937,166	20,093,955	2,843,211	14.15%	4,155,974	3,632,683	523,292	14.41%
Grand Total	**148,618,393**	**126,457,288**	**22,161,105**	**17.52%**	**30,284,040**	**25,204,958**	**5,079,081**	**20.15%**


GPA - T and D Losses (MWH) Without Renewables and Aggreko
For the Last 7 Years thru 02.28.18 -Moving 12 Months
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
-
8.00%
7.00%
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
7.02%
7.26%
6.31%
5.20%
4.88%
5.44%
5.67%
5.68%
113,279
117,269
103,049
85,295
79,267
78,281
83,949
83,969
FY 11
FY 12
FY 13
FY 14
FY 15
FY 16
FY 17
FY 18
T and D Losses (MWH)
T and D Losses (% to Net Generation)


GPA - T and D Losses (MWH) With Renewables
For the Last 8 Years thru 02.28.18 -Moving 12 Months
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%
7.02%
7.26%
6.31%
5.20%
4.88%
4.73%
4.95%
4.92%
113,279
117,269
103,049
85,295
79,267
78,281
83,949
83,969
FY 11
FY 12
FY 13
FY 14
FY 15
FY 16
FY 17
FY 18
T and D Losses (MWH)
T and D Losses (% to Net Gen.)


GPA - Station Usage(MWH) Without Renewables and Aggreko
For the Last 7 Years Thru 02.28.18-Moving 12 Months
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%
5.66%
5.71%
5.05%
4.86%
4.87%
4.32%
4.26%
4.20%
96,872
97,739
86,765
83,701
83,060
64,952
65,895
64,831
FY 11
FY 12
FY 13
FY 14
FY 15
FY 16
FY 17
FY 18
Station Use (MWH)
% to Gross Generation


GPA - Station Usage(MWH) With Renewables
For the Last 8 Years Thru 02.28.18 -Moving 12 Months
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%
5.66%
5.71%
5.05%
4.86%
4.87%
3.77%
3.74%
3.66%
96,872
97,739
86,765
83,701
83,060
64,952
65,895
64,831
FY 11
FY 12
FY 13
FY 14
FY 15
FY 16
FY 17
FY 18
Station Use (MWH)
% to Gross Generation


GPA A/R AGING REPORT FEBRUARY 2018
$9,000,000
$8,000,000
$7,000,000
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$-
$(1,000,000)
$7,745,642
$1,381,752
$3,370,683
$6,398,110
21,336
$8,530
($963)
$380,223
$2,111,058
$2,238,122
$440,062
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
0-30 DAYS

GUAM POWER AUTHORITY
GOVERNMENT ACCOUNTS RECEIVABLE
BILLING UP TO 03/31/2018 and Payment Applied as of 04/15/2018

Current (03/18 Billing due 02/28/18
30 days Arrears (02/18 due 03/15/18)
60 days and over Arrears (01/18 billing due 02/15/18)

CC&B ACCT NUMBER	DEPARTMENT	BALANCE 2/28/2018	CANCEL/REBILL/ SPEC CHARGE 4/15/2018	BILLING 3/31/2018	PAYMENT 4/15/2018	BALANCE 3/31/2018	
	Line Agencies						
0237100000	Dept. of Corrections	$ 74,013.72	$ -	$ 78,962.97	$ (74,013.72)	$ 78,962.97	
0437100000	Dept. of Parks & Rec.	$ 19,166.30	$ -	$ 17,595.10	$ (19,166.30)	$ 17,595.10	
0537100000	Guam Fire Department	$ 16,887.02	$ -	$ 16,345.53	$ (16,887.02)	$ 16,345.53	
6995000000	DOA Supply Mgmt	$ 1,376.68	$ -	$ 1,490.30	$ (1,376.68)	$ 1,490.30	
7895000000	Dept. of Administration	$ 3,552.40	$ -	$ 3,616.58	$ (3,552.40)	$ 3,616.58	
1337100000	Nieves Flores Library	$ 9,247.73	$ -	$ 9,753.22	$ (9,247.73)	$ 9,753.22	
2206200000	General Services Agency	$ 254.89	$ -	$ 262.27	$ (254.89)	$ 262.27	
2237100000	DOA-Data Processing	$ 6,934.32	$ -	$ 7,940.77	$ (6,934.32)	$ 7,940.77	
2337100000	Dept. of PH&SS	$ 66,797.10	$ -	$ 68,993.14	$ (66,797.10)	$ 68,993.14	
3237100000	Dept. of Education	$ 1,074,401.09	$ 347.78	$ 1,010,787.37	$ (1,041,983.55)	$ 1,043,552.69	1
3337100000	Guam Police Department	$ 34,988.99	$ -	$ 36,200.15	$ (34,988.99)	$ 36,200.15	
3569100000	Dept of Youth Affairs (Federal)	$ 929.63	$ -	$ 963.21	$ (929.63)	$ 963.21	
4437100000	Dept. of Youth Affair* (Local)	$ 13,333.73	$ -	$ 11,309.39	$ (13,333.73)	$ 11,309.39	
4737100000	Guam Environmental Protect	$ 6,193.37	$ -	$ 6,421.34	$ (6,193.37)	$ 6,421.34	
5437100000	Mental Health/Subst.	$ 41,201.04	$ -	$ 40,358.46	$ (41,201.04)	$ 40,358.46	
7200300000	Veteran Affairs	$ 970.37	$ -	$ 839.65	$ (970.37)	$ 839.65	
7437100000	Civil Defense (Military Affairs)	$ 17,890.73	$ 184.04	$ 11,727.35	$ (17,890.73)	$ 11,911.39	
7463300000	Pacific Energy Resource Center	$ 573.83	$ -	$ 657.22	$ (573.83)	$ 657.22	
8137100000	Dept. of Agriculture	$ 9,515.40	$ -	$ 10,125.19	$ (9,515.40)	$ 10,125.19	
8337100000	DPW-FAC Adm Account	$ 25,607.47	$ -	$ 23,551.99	$ (25,607.47)	$ 23,551.99	
8437100000	Guam Visitors Bureau	$ 4,081.59	$ -	$ 4,304.05	$ (4,081.59)	$ 4,304.05	
8446300000	Yona Senior Citizen Center	$ 726.59	$ -	$ 831.98	$ (726.59)	$ 831.98	
9437100000	Dept of Chamorro Affairs/Chamorro Village	$ 4,164.11	$ -	$ 4,243.90	$ (4,164.11)	$ 4,243.90	
5247210000	Mayors Council	$ 2,370.08	$ -	$ 2,486.43	$ (2,370.08)	$ 2,486.43	
6293410000	Office of the Governor	$ 22,244.87	$ -	$ 21,948.85	$ (22,244.87)	$ 21,948.85	
8555858369	Dept of Chamorro Affairs (Guam Museum)	$ 20,430.51	$ -	$ 21,387.60	$ (20,430.51)	$ 21,387.60	
	Sub Total	**$ 1,477,853.56**	**$ 531.82**	**$ 1,413,104.01**	**$ (1,445,436.02)**	**$ 1,446,053.37**	
	MAYORS						
0637100000	Santa Rita Mayor	$ 3,525.04	$ -	$ 3,634.62	$ (3,525.04)	$ 3,634.62	
0737100000	Ordot/Chalan Pago Mayor	$ 1,304.75	$ -	$ 1,794.43	$ (1,304.75)	$ 1,794.43	
1537100000	Hagatna Mayor	$ 1,448.19	$ -	$ 1,509.34	$ (1,448.19)	$ 1,509.34	
1637100000	Piti Mayor	$ 1,290.36	$ -	$ 1,299.62	$ (1,290.36)	$ 1,299.62	
1737100000	Mongmong/Toto/Maite Mayor	$ 933.03	$ -	$ 1,016.33	$ (933.03)	$ 1,016.33	
2637100000	Asan/Maina/Adelup Mayor	$ 882.82	$ -	$ 907.71	$ (882.82)	$ 907.71	
2737100000	Sinajana Mayor	$ 4,260.06	$ -	$ 4,624.88	$ (4,260.06)	$ 4,624.88	
3637100000	Dededo Mayor	$ 5,356.14	$ 94.82	$ 5,958.88	$ (5,356.14)	$ 6,053.70	
4637100000	Yigo Mayor	$ 4,841.17	$ -	$ 3,898.60	$ (4,841.17)	$ 3,898.60	
5637100000	Umatac Mayor	$ 1,500.39	$ -	$ 1,741.55	$ (1,500.39)	$ 1,741.55	
6537100000	Agana Hts. Mayor	$ 5,016.42	$ -	$ 5,343.60	$ (5,016.42)	$ 5,343.60	
6637100000	Merizo Mayor	$ 1,319.06	$ 2.98	$ 969.85	$ (1,319.06)	$ 972.83	
6737100000	Barrigada Mayors Office	$ 2,123.40	$ 0.03	$ 2,165.34	$ (2,123.40)	$ 2,165.37	
7537100000	Agat Mayor	$ 2,027.09	$ -	$ 2,112.30	$ (2,027.09)	$ 2,112.30	
7637100000	Inarajan Mayor	$ 1,841.09	$ -	$ 1,694.72	$ (1,841.09)	$ 1,694.72	
8537100000	Tamuning Mayor	$ 5,642.81	$ -	$ 5,757.46	$ (5,642.81)	$ 5,757.46	
8637100000	Talofofo Mayor	$ 2,016.29	$ 200.00	$ 1,704.08	$ (2,016.29)	$ 1,904.08	
9537100000	Mangilao Mayor	$ 4,712.37	$ -	$ 4,845.57	$ (4,712.37)	$ 4,845.57	
9637100000	Yona Mayor	$ 796.33	$ -	$ 742.66	$ (796.33)	$ 742.66	
	Sub Total	**$ 50,836.81**	**$ 297.83**	**$ 51,721.54**	**$ (50,836.81)**	**$ 52,019.37**	
	DPW ACCOUNTS						
4337100000	DPW-Village St. Lights	$ 342,727.64	$ (100.00)	$ 339,423.00	$ (342,727.64)	$ 339,323.00	
5337100000	DPW- Primary St. Lights	$ 82,004.31	$ -	$ 84,801.41	$ (82,004.31)	$ 84,801.41	
6337100000	DPW-Sec/Coll St. Lights	$ 25,093.41	$ -	$ 25,914.58	$ (25,093.41)	$ 25,914.58	
7337100000	DPW-Signal Lights	$ 10,085.41	$ -	$ 10,511.81	$ (10,085.41)	$ 10,511.81	
	Sub Total	**$ 459,910.77**	**$ (100.00)**	**$ 460,650.80**	**$ (459,910.77)**	**$ 460,550.80**	
	(B) AUTONOMOUS/PUBLIC CORP						
1437100000	Retirement Fund	$ 4,211.38	$ -	$ 4,540.90	$ (4,211.38)	$ 4,540.90	
1915500000	Guam Housing Corp Rental Division	$ 2,441.89	$ 73.48	$ 1,552.42	$ (1,887.88)	$ 2,179.91	
2437100000	University of Guam	$ 176,891.24	$ -	$ 185,927.98	$ (362,819.22)	$ -	
4237100000	Guam Airport Authority	$ 497,480.46		$ 523,858.31	$ (497,480.46)	$ 523,858.31	
5357510000	University of Guam (NET METERED)	$ 78,204.73	$ -	$ 81,823.87	$ (160,028.60)	$ -	
6237100000	G H U R A	$ 12,094.57	$ (77.96)	$ 24,930.45	$ (24,124.76)	$ 12,822.30	
6437100000	Guam Community College	$ 52,905.35	$ -	$ 53,872.27	$ (52,905.35)	$ 53,872.27	
7237100000	Guam Memorial Hospital	$ 331,234.37	$ 3,757.73	$ 167,526.26	$ (169,796.23)	$ 332,722.13	1
9137100000	Port Authority of Guam	$ 98,003.59	$ 84.31	$ 94,885.53	$ (98,003.59)	$ 94,969.84	
9157510000	Guam Community College (NET METERED)	$ 37,819.66	$ -	$ 38,490.54	$ (37,819.66)	$ 38,490.54	
9173210000	Guam Solid Waste Authority	$ 5,416.44	$ -	$ 5,752.47	$ (5,416.44)	$ 5,752.47	
9337100000	Guam Waterworks Authority	$ 1,193,468.74	$ 865.60	$ 1,274,249.38	$ (1,193,468.74)	$ 1,275,114.98	
8237100000	GPA	$ -			$ -	$ -	
	Sub Total	**$ 2,490,172.42**	**$ 4,703.16**	**$ 2,457,410.38**	**$ (2,607,962.31)**	**$ 2,344,323.65**	
	(C) OTHERS						
0337100000	Guam Legislature	$ 161.22	$ -	$ 100.79	$ (161.22)	$ 100.79	
9503154359	Guam Legislature (NET METER)	$ 5,843.44		$ 5,924.79	$ (11,768.23)	$ -	
1237100000	Superior Court of Guam	$ 73,066.04	$ -	$ 72,583.33	$ (73,066.04)	$ 72,583.33	
2537100000	Agana (Guam) Post Office	$ 5,682.61	$ -	$ 5,790.49	$ (11,473.10)	$ -	
2570200000	Customs & Quarantine Agency	$ 802.96	$ -	$ 935.66	$ (802.96)	$ 935.66	
3537100000	U.S. Post Office	$ 40,963.29	$ -	$ 43,722.50	$ (84,685.79)	$ -	
5537100000	Dept. of Military Affairs	$ 66,998.12	$ -	$ 73,447.37	$ (66,998.12)	$ 73,447.37	
3209463043	Dept. of Military Affairs	$ 13,440.75		$ 15,675.05	$ (13,440.75)	$ 15,675.05	
5737100000	KGTF	$ 6,205.43	$ 8.59	$ 6,634.33	$ (5,060.43)	$ 7,787.92	
7281000000	Tamuning Post Office	$ 4,766.81	$ -	$ 4,596.59	$ (9,363.40)	$ -	
	Sub Total	**$ 217,930.67**	**$ 8.59**	**$ 229,410.90**	**$ (276,820.04)**	**$ 170,530.12**	
	GRAND TOTAL	**$ 4,696,704.23**	**$ 5,441.40**	**$ 4,612,297.63**	**$ (4,840,965.95)**	**$ 4,473,477.31**	

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

Issues for Decision

Resolution No. 2018-09:

Relative to Authorizing the Guam Power Authority to purchase two Pressure Diggers

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

The objective of the project is to replace salvaged Pressure Diggers and to provide reliable equipment to give the Authority's Transmission & Distribution personnel the capability and capacity to perform new pole installations to support customer growth and to maintain the power system in a safe and efficient manner. Unavailable equipment translates to extended outages and longer response times.

Existing pressure diggers to be salvaged:

Official #	Description	Year	Repair Assessment
1349	Digger(Diamond Rio)	27 years (1991)	Complete replacement of digging unit and engine overhaul.
1535	Digger(Kenworth)	25 years (1993)	Complete replacement of digging unit.

Where is it at?

Pressure Diggers will service the transmission and distribution system island wide.

How much will it cost?

Item	Vendor	Qty	Unit Cost	Extended Cost
Pressure Diggers	Morrico Equipment	2	$516,999.00	$1,033,998.00

When will it be completed?

Delivery is set at 400 days after Notice to Proceed

What is its funding source?

FY17 General Plant Capital Improvement Revenue Funds

The RFP/BID responses:

One bid was received from Morrico Equipment

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

Resolution No. 2018-09

AUTHORIZING THE GUAM POWER AUTHORITY TO PURCHASE TWO PRESSURE DIGGERS

WHEREAS, the Guam Power Authority seeks to procure two new Pressure Diggers to replace existing diggers to be salvaged; and

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

WHEREAS, two Pressure Diggers within the current fleet are beyond their life expectancies and require extensive repairs on the engines and digging units; and

WHEREAS, the Procurement Officer has provided adequate public announcement to procure two new Pressure Diggers through Bid Invitation No. GPA-055-18 providing the technical specifications for the Pressure Diggers and the information required of each offeror; and

WHEREAS, Morrico Equipment was the sole bidder for GPA's consideration; and

WHEREAS, the GPA Evaluation Committee determined Morrico Equipment to be the only responsive bidder for supply of two Pressure Diggers at a cost of $1,033,998.00; and

WHEREAS, GPA will utilize Revenue Capital Funds to procure the Pressure Diggers; and

WHEREAS, GPA is seeking approval from the Consolidated Commission on Utilities to award a contract to Morrico Equipment for the purchase of two pressure diggers.

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

1. After careful consideration, the Consolidated Commission on Utilities finds the procurement of two Pressure Diggers with Morrico Equipment to be reasonable and prudent.
2. The General Manager of the Guam Power Authority is hereby authorized an increase in obligating authority up to $1,033,998.00 for the purpose of procuring two Pressure Diggers from Morrico Equipment.

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

DULY AND REGULARLY ADOPTED AND APPROVED THIS 20th DAY OF APRIL 2018.

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

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

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

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Number of Invitations Issued: 4
Number of Bids Received: 1

PURCHASES & STORES DIVISION
GUAM POWER AUTHORITY
ABSTRACT OF BIDS

Invitation Number: GPA-055-18
Opening Date: 4-03-18 Opening Time: 2:00 P.M.

Description of Supplies or Services: 2018 PRESSURE DIGGER

	BIDDER	Acceptance Time (Days)	DISCOUNT	ITEM NO.	1.0						
				QTY	2						
				UNIT	EACH.						
				DELIVERY	400 CAL DAYS ARO						
				MFG							
1)	Morrico Equipment: is submitting				$ 516,999-						
	Bid Bond # KIC-19731-B, 15% of			Del	A/S						
	total Bid; certificate of Authority,			Man	Freightliner &						
	major Share Holders, Non-Collusion,				TEREX						
	no gratuities or kickbacks, Ethical			Make	Freight Leiner						
	standard - wage determination,			Mod	M2112 & A330						
	Sex offender, Local procurement,			Year	2019						
	Business License & Litirate										

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: 04/03/18

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

BASIS FOR AWARD

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

Number of Awards (Contractors)

Doc. No. 34GL-18-1792.*

CCU Regular Meeting April 20, 2018 - NEW BUSINESS

GUAM WATERWORKS AUTHORITY
ATURIDAT KINALAMTEN HANOM GUAHAN
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913
Phone: (671) 300-6853 Fax: (671) 648-3290

AFFIDAVIT OF KELLY O. CLARK, ESQ.

1. I am over the age of eighteen (18) years and have no disability that would prevent me from rendering testimony;

2. I make this affidavit based on my own personal knowledge of the events and facts stated herein;

3. I attended the special board meeting of the Guam Waterworks Authority (GWA) on April 20th, 2018 and acted as legal counsel for GWA during said board meeting;

4. Based on my oral and written recommendation, and after an affirmative vote of all the members of the Consolidated Commission on Utilities at said board meeting, an executive session was held wherein the following matters were discussed in my presence:

    1. a GWA personnel matter

5. Affiant further sayeth naught.

Respectfully filed with the Guam Waterworks Authority Board Secretary for the Consolidated Commission on Utilities on this April 20th, 2018.

Respectfully,

Kelly O. Clark
GWA General Counsel

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

Regular Board Meeting
CCU Conference Room, Gloria B. Nelson Public Service Building
5:30 p.m., March 27, 2018

MINUTES

1. CALL TO ORDER

The Chairman called the CCU regular meeting of March 27, 2018 to order at 5:30 p.m. He said all five (5) Commissioners were present, The Chairman said the Agenda will be modified and GWA will go first.

Commissioners:

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

Executive Mgmt.:

John Benavente	GM / GPA
Miguel Bordallo	GM / GWA
Melinda Mafnas	GM (A) / GPA
John Cruz	AGMET / GPA
Tricee Limtiaco	AGMA / GPA
John Kim	CFO / GPA
Greg Cruz	CFO / GWA
Graham Botha	Staff Attorney / GPA
Kelly Clark	Staff Attorney / GWA

Management & Staff:

Tom Cruz	Chief Engineer / GWA
Paul Kemp	AGM Compliance&Safety / GWA
Zina Charfaurous	Personnel Admin / GWA
Vincent Pangelinan	GWA
Dave Fletcher	Waste Water Operations / GWA
Ron Topasna	GWA
Patti Diego	PIO / GPA
Heidi Ballendorf	PIO / GWA
Ann Borja	Mgmt. Analyst / GWA Ex. Office
Lou Sablan	Board Secretary / CCU

Guest:

Bill Gilman	Brown & Caldwell
Annmarie Muna	AM Insurance
Angela Perez	AM Insurance
Michael White	CDM Smith
Andrew Park	PEC
Ryan Matasci	Brown& Caldwell

2. APPROVAL OF MINUTES

The Minutes of February 27, 2018 was presented for approval. Comm. Bamba motioned to approve subject to written correction and was second by Comm. Guthertz. There was no objection and the motion carried.

3. COMMUNICATIONS

3.1 Public Comments – no public comment

4. NEW BUSINESS

4.1 GPA

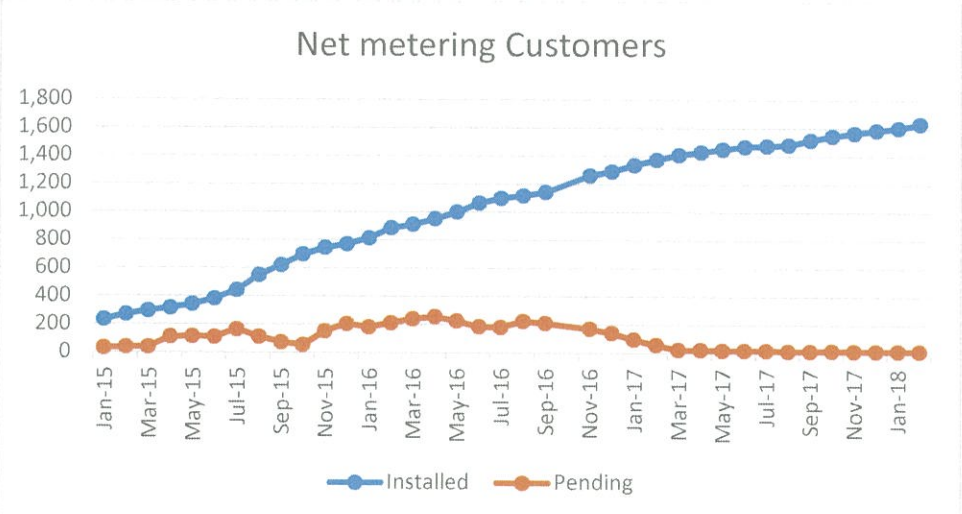
4.1.1 GM Report Update

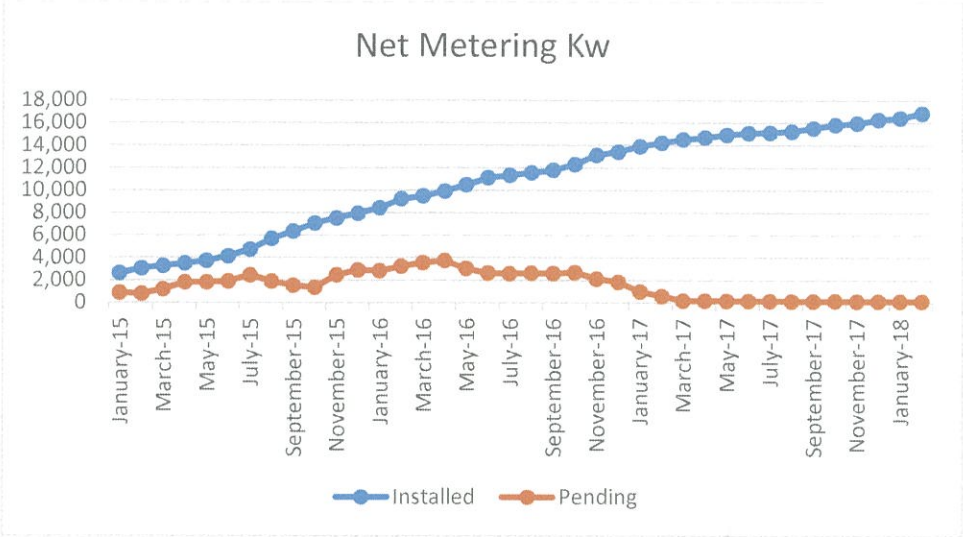
1. Generation System Update:

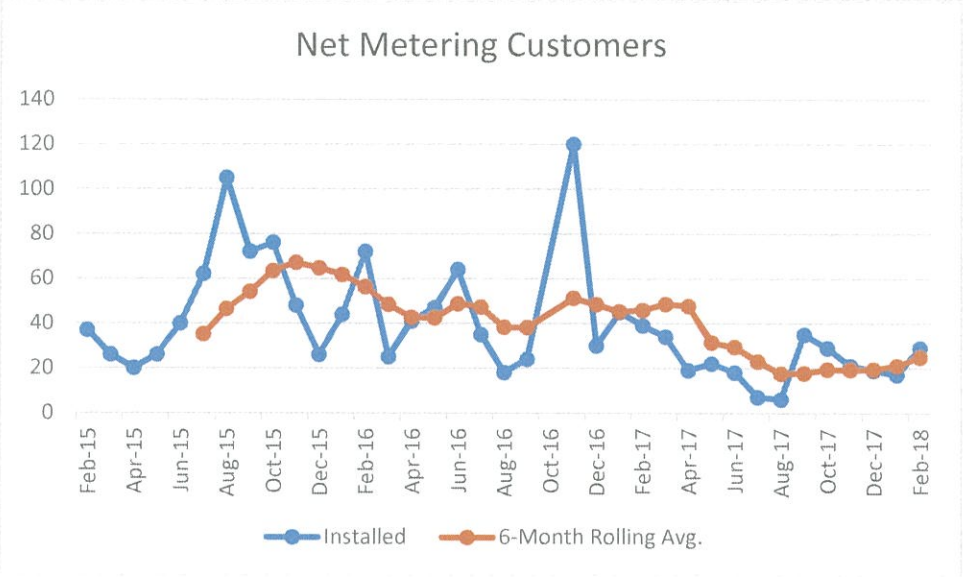
The following summarizes the expected generation capacity situation for April 2018. The peak demand for March is estimated at 250 MW. The main transformer change-out and the chemical cleaning of Cabras 2 steam boiler was completed by March 26th. GPA is then scheduled to do chemical cleaning of Cabras 1 steam boiler thereafter thru early April. The chemical cleaning is necessary in order to improve plant availability and reliability.

April 2018 Capacity Available:	**338 MW**
April 2018 Projected Demand	**250 MW**
Available Reserve Margin	**88 MW**

2. Net metering Summary Ending February 2018:







Net Metering Summary Ending February 2018:

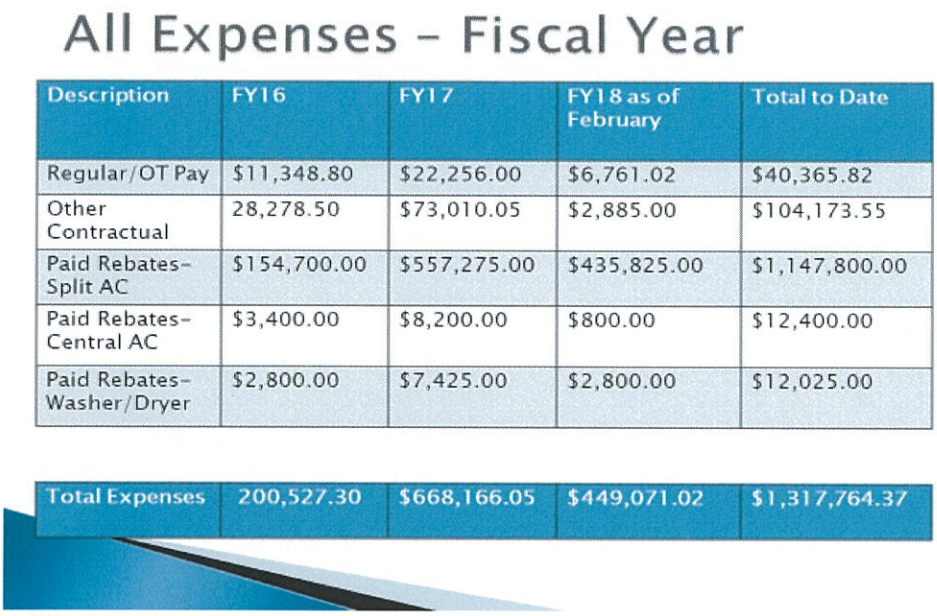
Description:	Count	Kw
Active	**1,630**	**16,849**
Pending	17	129
Totals:	1,647	16,978

Service:	Count	KW	Kw/Customer
Residential	1,544	13,689	8.9
Others	86	3,160	36.7
Total:	1,630	16,849	10.3
% Residential	**94.7%**	**81.2%**	
Estimated 12 Months Revenue Impact:	**$3,143,332**		

3. **Renewable Energy Production Summary Thru February 2018:**

Energy Production Source:	Kwh	Oil Barrels Avoided	Fuel Cost Avoided
NRG Total Production beginning Oct 2015	115,335,182	192,842	$10,606,332
Net Metering Estimated Production beginning Jan 2015	55,772,399	93,252	$5,128,882
Wind Power Production beginning Jan 2016	867,531	1,451	$79,779
Renewables Total:	**171,975,112**	**287,545**	**$15,814,993**

4. **Demand Side Management (DSM) Program Expenses Thru January 2018:**



All Expenses – Fiscal Year

Description	FY16	FY17	FY18 as of February	Total to Date
Regular/OT Pay	$11,348.80	$22,256.00	$6,761.02	$40,365.82
Other Contractual	28,278.50	$73,010.05	$2,885.00	$104,173.55
Paid Rebates-Split AC	$154,700.00	$557,275.00	$435,825.00	$1,147,800.00
Paid Rebates-Central AC	$3,400.00	$8,200.00	$800.00	$12,400.00
Paid Rebates-Washer/Dryer	$2,800.00	$7,425.00	$2,800.00	$12,025.00
Total Expenses	200,527.30	$668,166.05	$449,071.02	$1,317,764.37

5. **Net Metering Customer Credit Recommendation:** We continue to prepare GPA's recommendation for CCU's approval but would need more time and now plan to bring our recommendation forward during the May CCU work Session. We are preparing a comprehensive analysis of the demographics of the 1630 customers and need more time to gather the data needed to complete our report. A public meeting for Net Metering is scheduled for Wednesday, April 18, 2018 from 4:00 pm to 6:00 pm here at the Gloria B. Nelson Public Service Building in Fadian. This meeting will allow MRE to present their value of solar (VOS) report. We will review MRE's VOS report before making a final recommendation.

6. **Phase II Renewables:** The PUC conditionally approved the KEPCO-LG 60 MW Power Purchase Agreement at their February 22nd Meeting. It is anticipated the PUC will approve the 60 MW HANWHA project at their March 29th meeting.

7. **Phase III Renewables Bid**: The bid has been issued. The bid request is for about 40MW of solar PV renewables to be constructed on Navy leased land. The energy produced would be stored in batteries during the day and released at nighttime to meet peak time load. The bid price opening date for acceptable proposals is set for April 17, 2018.

8. **PUC Agenda for March 29, 2018 regular meeting:**
   - **Docket 18-06, Petition to Approve Phase II Renewable Award to KEPCO-LG CNS Consortium**
   - **Docket 18-08, Petition to Approve Phase II Renewable Award to HANWA ENERGY CORPORATION**
   - **GPA Docket 18-09, Petition to Increase EPCM Contract**
   - **GPA Docket 18-10, Petition to Approve Contract Extension for Tristar Terminals Guam, Inc.**
   - **GPA Docket 18-11, Petition to Approve GPA's Use of Bond Financing Savings for GPA's "Bringing Energy Savings to Schools" (BESTS) and Demand Side Management Program**

9. **New Power Plant Procurement:** The rezoning of the land for the new power plant is pending Legislative action. Bill-223-34 has not been introduced for deliberation during this March's regular session due to all the special session on GovGuam finances and seems that the bill will more likely be brought up in the April session.

10. **Moody's Rating:** Our bond rating was changed from stable outlook to negative outlook because of the fiscal situation of the Government of Guam. We had discussions with Moody's prior to the change indicating to them that GPA will not be adversely impacted but to no avail. The downgrade was not under any control or failure of GPA and although disappointing, GPA will move on and time should prove GPA's point.

11. **GPA's 50th Anniversary Celebration:** Work continues towards the celebration of GPA's 50th anniversary. A proclamation signing is being scheduled for May 8, 2018 combined with a "roll Call" of the 4th cycle GPA Apprentice Graduates here at our Gloria B. Nelson Facility. The comprehensive suggested listing of programs and events will be presented to the CCU in the April work session.

12. **Key Performance Indicators**
    Graphs for Key Performance Indicators were included in his report but not in these minutes. A full copy of the GM report in available upon request.

4.1.2 Financials

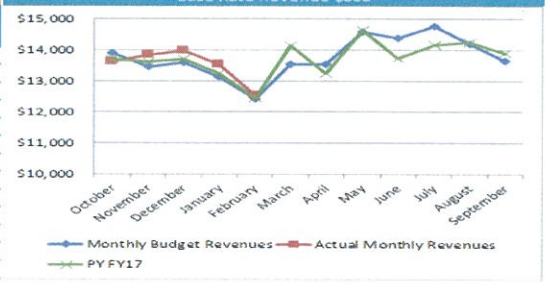
February 2018 Monthly Financial Highlight

1

Base Through February 28, 2018

$000	Monthly Budget Revenues	Actual Monthly Revenues	Variance		PY FY17	CY vs PY Variance	
October	$ 13,873	$ 13,625	$ (248)	↑	$ 13,702	$ (77)	↑
November	13,451	13,827	$ 376	↑	13,622	$ 205	↑
December	13,599	13,968	$ 369	↑	13,695	$ 273	↑
January	13,114	13,534	$ 420	↑	13,220	$ 314	↑
February	12,422	12,522	$ 100	↑	12,454	$ 68	↑
March	13,534				14,123		
April	13,525				13,224		
May	14,568				14,617		
June	14,386				13,722		
July	14,759				14,151		
August	14,183				14,244		
September	13,651				13,874		
Total	$ 165,064	$ 67,476	$ 1,017		$ 164,649	$ 782	

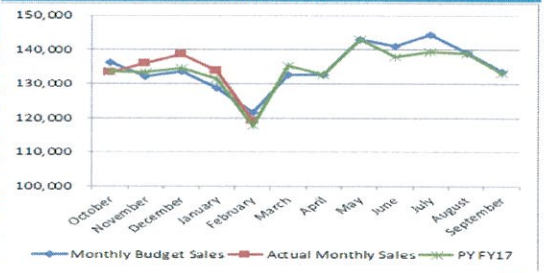
Base Rate Revenue $000



MWH Sales Through February 28, 2018

mwh	Monthly Budget Sales	Actual Monthly Sales	Variance		PY FY17	CY vs PY Variance	
October	136,219	133,262	(2,957)	↑	133,620	(358)	↑
November	132,132	136,044	3,912	↑	133,235	2,809	↑
December	133,625	138,587	4,962	↑	134,634	3,953	↑
January	128,711	133,882	5,170	↑	131,461	2,421	↑
February	121,668	119,241	(2,426)	↑	117,617	1,624	↑
March	132,587				135,131		
April	132,532				132,587		
May	142,956				143,013		
June	141,064				137,777		
July	144,404				139,227		
August	139,093				138,797		
September	133,658				132,993		
Total	1,618,650	661,016	8,661		1,610,093	10,449	

MWh Sales



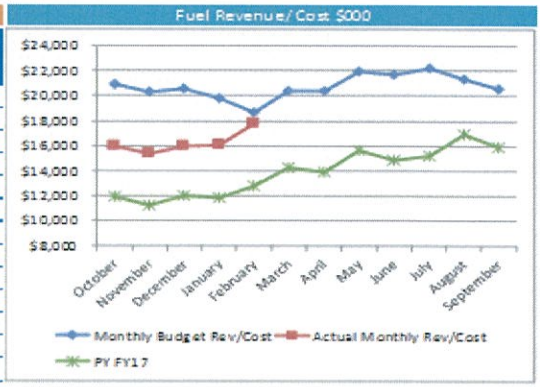
February 2018 Monthly Financial Highlight (Continued)

2

Fuel Revenue Through February 28, 2018

$000	Monthly Budget Rev/Cost	Actual Monthly Rev/Cost	Variance		PY FY17	CY vs PY Variance	
October	$ 20,928	$ 15,936	$ (4,992)	↓	$ 11,894	$ 4,042	↑
November	20,300	15,400	$ (4,899)	↓	11,215	$ 4,185	↑
December	20,529	16,007	$ (4,522)	↓	12,036	$ 3,971	↑
January	19,774	16,036	$ (3,738)	↓	11,867	$ 4,169	↑
February	18,692	17,763	(930)	↓	12,751	5,012	↑
March	20,370				14,248		
April	20,361				13,940		
May	21,963				15,596		
June	21,672				14,859		
July	22,185				15,175		
August	21,369				16,947		
September	20,534				15,895		
Total	$ 248,677	$ 81,142	$(19,081)		$ 166,425	$ 21,378	

Fuel Revenue/ Cost $000



- Under recovery of LEAC - $14.4 million

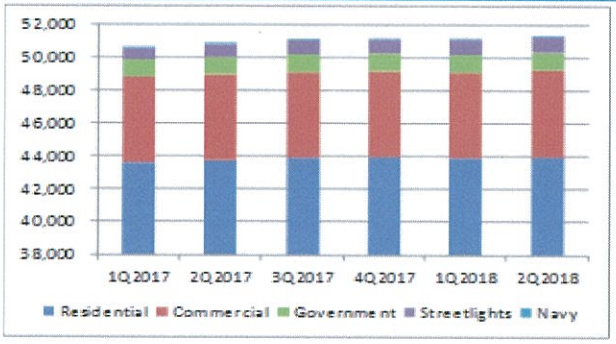
February 2018 Monthly Financial Highlight (Continued)

3

Through February 28, 2018

	1Q2017	2Q2017	3Q2017	4Q2017	1Q2018	2Q2018
Residential	43,582	43,718	43,902	43,991	43,898	43,995
Commercial	5,235	5,236	5,252	5,226	5,231	5,264
Government	1,071	1,077	1,071	1,073	1,076	1,082
Streetlights	722	800	824	823	908	948
Navy	1	1	1	1	1	1
	50,611	50,832	51,050	51,114	51,114	51,290

Number of Customers



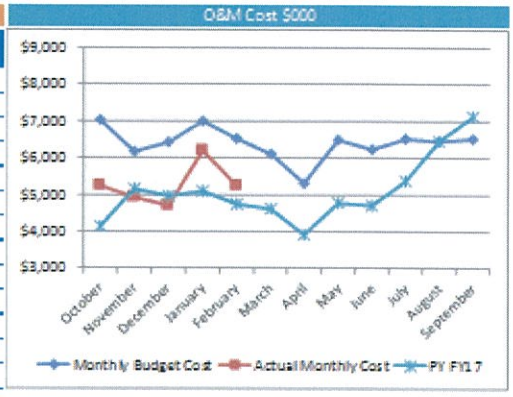
February 2018 Monthly Financial Highlight (Continued)

4

O&M Cost Through February 28, 2018

$000	Monthly Budget Cost	Actual Monthly Cost	Variance		PY FY17	CY vs PY Variance	
October	$ 7,040	5,239	1,801	↑	4,135	(1,103)	↓
November	6,182	4,941	1,240	↑	5,158	217	↑
December	6,428	4,694	1,735	↑	4,966	273	↑
January	7,001	6,204	797	↑	5,092	(1,112)	↓
February	6,522	5,252	1,270	↑	4,748	(504)	↓
March	6,091				4,612		
April	5,320				3,892		
May	6,495				4,772		
June	6,221				4,702		
July	6,508				5,385		
August	6,462				6,445		
September	6,526				7,138		
Total	$ 76,796	$ 26,330	$ 6,844		$ 61,045	$ (2,230)	

O&M Cost $000



- DSC greater than target of 1.75

Debt service coverage (DSC) calculation-Indenti	2012	2013	2014	2015	2016	2017	YTD Feb. 2018
Senior lien coverage	2.13	3.36	3.16	3.62	3.35	2.81	2.82
Aggregate debt service coverage	1.35	1.88	1.98	2.62	3.35	2.81	2.82
Debt service coverage (DSC) calculation-IPP as O&M							
Senior lien coverage	1.29	2.16	2.25	2.56	2.52	1.95	1.92
Aggregate debt service coverage	0.82	1.21	1.41	1.85	2.52	1.95	1.92

4.1.3 Resolution 2018-06 Relative to Procuring Property Insurance

The Consolidated Commission on Utilities has determined that is a prudent and reasonable business practices to maintain insurance coverage on GPA's assets to the extent practical. The Guam Power Authority's bond indenture agreement requires GPA to "secure and maintain property insurance on all facilities constituting the System against risks of loss or damage...to the extent that such insurance is obtainable at reasonable cost." The indenture further requires GPA to carry insurance "of a scope and nature as that usually carried in the industry." The contract review protocol established by the Public Utilities Commission requires that all contracts in excess of $1.5 million be authorized by the PUC in advance of the procurement.

GPA's current property insurance costs exceed $6.4 million and this procurement will exceed the PUC contract review threshold.

GPA's property insurance policy including boiler and machinery coverage is expiring on November 1, 2018 and a re-bidding of the policies is required under Guam procurement regulations.

Comm. Duenas said that this resolution allows management to begin the procurement and the numbers will come later.

Comm. Guthertz motioned to approve Resolution 2018-16, second by Comm. Bamba. The motion passed without further discussion / objection.

4.1.4 Resolution 2018-07 Piti 8&9 Contract

GPA's current ECA with Marianas Energy Company expires January 2019. The ownership of Piti #8 and #9 will transfer to GPA upon ECA expiration. GPA does not have the means to operate and maintain this plant reliably. Notably, GPA neither has the O&M supply chain nor experienced personnel. Currently the most reliable baseload units, Piti #8 and #9 are critical for assuring adequate, uninterrupted power supply. The loss of Piti #8 and #9 increases fuel consumption by over $200,000/per day of outage.

GPA and customers benefit significantly by extending the Energy Conversion Agreement:

- **Retain O&M expertise of the units at a critical time**. There are very few land-based slow speed diesel plants; extending MEC contract retains critical expertise allowing for proper cross-training once the new contract is awarded (cross training will start once the extension period commences, and before the new contract commences; overlap between MEC employees and new IPP employees ensures critical knowledge and skills are documented and transferred). GPA has a slim margin for reserve generation in the next few years with Piti #8 and #9 prior to the new power plant commissioning.
- **Retain relationship with OEM and allow GPA (and MEC) to contract with OEMs and key suppliers for critical repairs, upgrades and upcoming conversion of ULSD**. MEC's strategic advantage includes supply chain relationships with OEMs and key suppliers. Without an extension, GPA cannot smoothly undertake key capital improvement projects such as conversion to ULSD, turbo-charger upgrades, and cylinder liner/injection system upgrades recommended by preliminary Plant Assessment Review studies.
- **Efficient Procurement Process**. MEC can ensure there is adequate inventory, and can also expedite procurement of necessary equipment and services in case of emergency.

- **Allows efficient operation and maintenance of the plant throughout the period when GPA completes projects related to environmental compliance, as well as during the award, construction and installation of the new power plant.**

The Piti #8 and #9 Power Plant is located in Cabras, Guam. If approved, the extension would be for the existing contract. A new ECA bid for 15 to 20 years beyond the five year extension will be issued in 2020 and will be funded by Revenue Funds

In discussion, GM Benavente said he will bring back the amendment for review.

ACTION: Provide a transition plan / period at the next GM Report (Assignee: Unassigned; Due Date: 04/18/2018)

Comm. Sanchez motioned to approve Resolution 2018-07, second by Comm. Guthertz. There was no further discussion / objection and the motion passed unanimously.

4.2.5 Resolution 2018-08 Relative to Adoption & Implementation of Unified Ex.Officer Evaluation Policy for GPA and GWA

This resolution was discussed in length under section 4.2.3.

For the record the Commission wanted the approval recorded for GPA Resolution 2018-06. Comm. Guthertz motioned and Comm. Sanchez second to approve said resolution as amended under Section 4.2.3 below.

4.2 GWA

4.2.1 GM Report Update

GM Bordallo said he has nothing new to report. He acknowledged GWA Staff who participated in the AWWA Western Pacific Conference that happened the past few days. He also mentioned that sixty (60) people were present at the tour to the Agat WW TP. Vangie Lujan added that they did a survey and shared that those who toured the plant were comprised of islanders Rota, Tinian, Saipan and others.

4.2.2 Financials – Not discussed.

CFO Greg Cruz said there's no change to the financials as presented at the GWA Work Session on March 20th. Below is some highlights from work session presentation.

Top Ten Largest Water and Wastewater Customers – February 2018

Water			Wastewater		
Customer Name	FYTD18 Revenues	% of Total	Customer Name	FYTD18 Revenues	% of Total
1) MDI GUAM CORPORATION/LEOPALACE	$571,787	2.01%	1) AIR FORCE DOD	$1,588,771	9.57%
2) PACIFIC ISLANDS CLUB	475,631	1.67%	2) NAVY DOD	1,034,250	6.23%
3) HOTELS OF THE MARIANAS INC	417,437	1.46%	3) HOTELS OF THE MARIANAS INC	446,412	2.69%
4) HYATT	389,275	1.37%	4) HYATT	416,788	2.51%
5) HOTEL NIKKO GUAM	374,798	1.31%	5) HOTEL NIKKO GUAM	400,610	2.41%
6) GUAM REEF HOTEL INC	352,480	1.24%	6) GUAM REEF HOTEL INC	377,265	2.27%
7) SHERATON LAGUNA GUAM RESORT	332,191	1.16%	7) SHERATON LAGUNA GUAM RESORT	355,470	2.14%
8) MDI GUAM CORPORATION/WESTIN	269,669	0.95%	8) MDI GUAM CORPORATION/WESTIN	288,311	1.74%
9) OUTRIGGER GUAM RESORT	263,510	0.92%	9) OUTRIGGER GUAM RESORT	282,324	1.70%
10) TANOTA DEVELOPMENT LLC	257,430	0.90%	10) TANOTA DEVELOPMENT LLC	276,232	1.66%
Total	$3,704,208	12.99%	Total	$5,466,433	32.92%

DASHBOARD

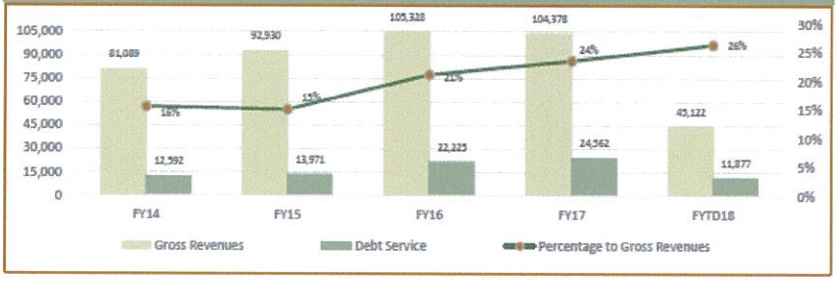
FYTD February 2018 Budget vs Actual ($000)

Category	Description	Budget FYTD18	Actual FYTD18	Variance
Rate Based Revenues	Water	$29,708	$28,515	($1,192)
	Wastewater	16,609	16,607	(2)
	Total	46,317	45,122	(1,195)
Operations & Maintenance	Salaries & Benefits	11,048	9,641	(1,407)
	Power	5,290	5,842	552
	Water Purchases	3,606	3,777	171
	A&G	5,361	4,212	(1,150)
	Contractual	1,866	1,688	(178)
	Total	$35,218	$34,240	($978)

Key Financial Ratios ($000)

Category	FY18	FY17
Accounts Payable $$/Days	$4,355 / 47 days	$5,390 / 59 days
Accounts Receivable $$/Days	$16,173 / 65 days	$15,451 / 51 days
Days Cash On Hand	178 days	184 days
Annual Debt Service (Revenue Bonds)	$28,504	$24,563
Debt Service Coverage (Bond/PUC)	1.61 / 1.99	1.99 / 2.44

Debt as a Percent to Gross Revenue



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

4.2.3 Resolution 21-FY018 Relative to Adoption & Implementation of Unified Ex.Office Evaluation Policy for GPA and GWA

GM Bordallo said this is a joint resolution and is asking for CCU approval for adoption. Chairman Duenas asked GM Benavente if he concurs and he responded yes. Comm. Bamba asked who drafted the resolution and the Legal Counsel Kelly said it was a collaboration between all parties.

Comm. Simon motioned to approve for discussion; Seconded by Comm. Guthertz

Comm. Simon said he likes the tone of the resolution. The only area he has trouble with is Subsection F because it puts the person in an awkward situation. Everything else captures what the CCU wants but it is awkward to only go to one person. He asked the GM for his opinion and the GM responded that he wants to leave this action at the discretion of the CCU. Comm. Simon recommended deleting the entire section.

Comm. Duenas said the reason he thinks Subsection F is important is because someone has to be accountable and the GM is the one in charge and must have some input on the other 2 people working under him.

Comm. Guthertz recommended to change the word "shall:"

Comm. Santos said the Commission holds the GM accountable. The issue here is the evaluation part. Don't confuse that with the daily work load. The same has to apply to all positions.

After discussion it was decided to change the word "shall" to "may"

GM Benavente said he would prefer to leave Section F in place and should there be contention in the future; it will be addressed on a case by case basis

GM Bordallo said the AGMA's criteria is based on the position description and already has a policy in place reference to AGMA evaluations.

Comm. Sanchez said we are only debating one clause. He proposed that the policy suggests that the Commission can solicit opinion from all three executive teams.

GM Benavente said if someone is going to be the leader and be accountable he /she has to have the power and not water it down.

Comm. Guthertz motioned to amend Section F to say CCU SHALL solicit ... and which MAY be made ...; second by Bamba

On the amendment - all approved

Simon moved to adopt Resolution 08/21 as amended; seconded by Bamba. No objection and motion passed.

4.2.4 Resolution 22-FY2018 Relative to Addition of Utility Payroll Clerk Series of Positions to CTP List

The GWA finds the addition of the Utility Payroll Clerk series of positions will support the Payroll section of the Finance Division. The GWA is currently staffed with a Payroll Supervisor, who currently works through issues relative to manual review of numerous personnel actions which can cause delays in final payout of salary adjustments, transition and migration via the Payroll Section. Recruitment of this position will allow for continuity of service in the payroll section and reduce reliance on a single position for this critical function. The recruitment will expedite processing of personnel actions for payroll purposes with minimal to no delays. The Utility Payroll Clerk will be under the direct supervision of the Payroll Supervisor in the Finance Division of the Authority. The addition of the Utility Payroll Clerk series of positions will be completed upon approval by the CCU Board for recruitment purposes. GWA will certify funding for the position available for the filling and retention of its newly added certified, technical and professional position. The funding of this position will be from the operational revenues.

GM Bordallo said GPA has these positions on their CTP list and would like GWA to follow suit. All agreed that the request was reasonable.

Comm. Bamba moved to approve Resolution 22-FY2018; second by Comm. Santos. With no further discussion or objection the motion passed.

4.2.5 Resolution 23-FY2018 Relative to Amendment of Asst.GM of Admin & Support (Unclass) Job Standard

This resolution requests the Commission to amend the Assistant General Manager of Administration & Support job specification and salary range to support the Agency's daily operations within its Administrative and Support Divisions providing quality customer service to both internal and external customers at the most effective, efficient and cost-effective manner.

The Agency currently employs one Assistant General Manager for Compliance & Safety, while the other divisions of as much importance function without an Assistant General Manager at its helm, thus limiting effective communications direct to the General Manager while at the same time, affecting operations to provide statuses by Superintendents or Managers, who would otherwise be addressing the water and/or wastewater needs of our community.

The Assistant General Manager of Administration & Support, if approved, will be under the direct supervision and management of the General Manager while overseeing the following divisions: Human Resources, Procurement, Supply & Warehouse, Fleet & Equipment, Information Technology and Customer Service.

Public Law 28-112, Section 9 (2) requires GPA and GWA to post a petition on their websites for ten (10) days (not including Saturdays, Sundays and government of Guam holidays). After the 10 days posting, the petition can then be forwarded to the CCU for their disposition at any regularly scheduled meeting. GWA has met the posting requirements.

Additionally, Guam law requires notice of such posting to each newspaper of general circulation and broadcasting station, which airs regular news programs within Guam.

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.

Comm. Bamba moved to approve Resolution 23-FY2018, second by Comm. Guthertz. There was no further discussion or objection and the motion passed.

4.2.6 Resolution 24-FY2018 Approval of Badger Meter Contract for Additional Purchase of Water Meters

The objective of this resolution is to support GWA's on-going meter replacement initiative with regard to non-functioning model LP meters. In order to mitigate impact to revenues from the failing LP meter model, GWA initiated efforts to remove and replace the meters based on field performance, i.e., 'no consumption or low consumption' reads. To improve on this effort, GWA has ramped up the replacements and has outpaced the warranty replacement of the faulty meters. GWA continues to work with the manufacturer to expedite warranty replacements, but in order to achieve revenue recovery in the shortest time possible, purchase of additional meters is required to keep the pace of replacement efforts. This request will be used in

purchasing water meters to provide a rolling inventory to replace defective meters currently installed island-wide.

We anticipate that there may be a number of meters which we are unable to get to within the warranty period, requiring purchase of replacements with no warranty coverage. In light of our recent efforts to expedite replacements, we have used existing inventory, and therefore, we also require an inventory of meters in various sizes for normal wear and tear replacements, new installations, and meter management purposes. These meters may be needed in the future before the expiration of the current 3-year contract with Badger Meter in early 2019. GWA is requesting approval to purchase up to approximately six thousand six hundred seventy-four meters, in sizes ranging from ¾-inch to 8-inch, at a cost of up to approximately One Million One Hundred Fifteen Thousand Seven Hundred Eighteen Dollars and Sixty-Five Cents ($1,115,718.65).

In addition, new meters were purchased to improve billing accuracy for customers who have wide variations in demand but could not be deployed because they required a dedicated power source at the customers meter box location. Rather than return these meters at a cost, the Manufacturer offered a deep discount if we kept the meters. GWA saw an opportunity to support production meter replacement in an effort to refine GWA's performance with respect to on-going water audit results since well sites have dedicated power sources. However, this originally un-planned purchase of production meters exceeded previously approved purchase levels, therefore GWA seeks a ratification of this expenditure.

Comm. Guthertz motioned to approve Resolution 24-FY2017, second by Comm. Bamba. There was no further discussion / objection and the motion carried unanimously.

4.2.7 Resolution 25-FY2018 Approval of Total Chemicals & JMI Edison Contract for Additional Purchase of Water Treatment Chemicals

Resolution 25 will maintain a 90-day chemical inventory until the end of the existing three (3) year contract. The resolution seeks approval of funding amounts above the original estimated and approved levels due to an increase in actual demand and usage of the chemicals. The chemicals will benefit the Northern Wastewater Treatment Plant & the Hagatna Wastewater Treatment Plant. The related cost is noted below.

	Vendor	Cost / lb	Annual	3 Years
ACH	Total Chemical	$1.06	$851,739.68	$2,555,219.04
Anionic	Total Chemical	$1.40	$156,468.20	$469,404.60
			$1,008,207.88	**$3,024,623.64**
Cationic	JMI	$1.45	$200,188.45	$600,565.35
			$1,208,396.33	**$3,625,188.99**

*Three (3) Year Contract End Date: January 20, 2019
*CCU Resolution 12-FY2016, Approved December 10, 2015

* PUC GWA Docket 15-11, Review and Approval of Contracts with Total Chemical Resources, Inc and JMI Edison, Approved January 25, 2016.

	Vendor	Expensed as of Feb 2018	January-19	90 Days Cost	Jan 2019 + 90 Days
ACH	Total Chemical	$2,258,593.94	$124,654.55	$184,591.79	$309,246.34
Anionic	Total Chemical	$605,539.20	$60,906.25	$116,578.96	$177,485.21
		$2,864,133.14	**$185,560.79**	**$301,170.75**	**$486,731.55**

If approved, the procurement of adequate chemicals for daily operational requirements and related expenses will be extended to the end of the 3-year contract period in January of 2019 and will be funded by revenue funds.

ACTION: GM to look into matter of GRT / Saes Tax issue on this purchase & inform the Commission (Assignee: GM; Due Date: 03/26/2018)

Comm. Santos motioned to approve the resolution, second by Comm. Guthertz. With no further discussion / objection, the motion passed.

5. OLD BUSINESS – None

6. ANNOUNCEMENTS

6.1 Next CCU Meetings:

The Chairman announced that the next CCU meeting would be the GWA Work Session on April 17, the GPA Work Session on April 19 and the CCU Meeting on April 20.

There was a 5-minute recess before Executive Session; it was 6:29 p.m.

Executive Session started at 6:55 p.m.

7. EXECUTIVE SESSION

7.1 Personnel Matter

7.2 Litigation Matter

These matters were discussed; no related action.

8. ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:25 p.m.

\\s\\
bls
Attested:

JOSEPH T. DUENAS, Chairman

J. GEORGE BAMBA, Secretary

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

Resolution No. 2018-09

AUTHORIZING THE GUAM POWER AUTHORITY TO PURCHASE TWO PRESSURE DIGGERS

WHEREAS, the Guam Power Authority seeks to procure two new Pressure Diggers to replace existing diggers to be salvaged; and

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

WHEREAS, two Pressure Diggers within the current fleet are beyond their life expectancies and require extensive repairs on the engines and digging units; and

WHEREAS, the Procurement Officer has provided adequate public announcement to procure two new Pressure Diggers through Bid Invitation No. GPA-055-18 providing the technical specifications for the Pressure Diggers and the information required of each offeror; and

WHEREAS, Morrico Equipment was the sole bidder for GPA's consideration; and

WHEREAS, the GPA Evaluation Committee determined Morrico Equipment to be the only responsive bidder for supply of two Pressure Diggers at a cost of $1,033,998.00; and

WHEREAS, GPA will utilize Revenue Capital Funds to procure the Pressure Diggers; and

WHEREAS, GPA is seeking approval from the Consolidated Commission on Utilities to award a contract to Morrico Equipment for the purchase of two pressure diggers.

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

1. After careful consideration, the Consolidated Commission on Utilities finds the procurement of two Pressure Diggers with Morrico Equipment to be reasonable and prudent.
2. The General Manager of the Guam Power Authority is hereby authorized an increase in obligating authority up to $1,033,998.00 for the purpose of procuring two Pressure Diggers from Morrico Equipment.

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

DULY AND REGULARLY ADOPTED AND APPROVED THIS 20th DAY OF APRIL 2018.

Certified by:

JOSEPH T. DUENAS
Chairperson
Consolidated Commission on Utilities

Attested by:

J. GEORGE BAMBA
Secretary
Consolidated Commission on Utilities

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

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

Ayes:	5
Nays:	0
Absent:	0
Abstain:	0

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

RESOLUTION NO. 26–FY2018

RELATIVE TO APPROVAL OF CHANGE ORDER NO. 4 WORK AND AN INCREASE IN PROJECT FUNDING FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE REHABILITATION OF GWA WELLS (D-03, D-17, D-18, D-22, AND M-09) PROJECT W11-008-BDN

WHEREAS, under 12 G.C.A. § 14105, the Consolidated Commission on Utilities ("CCU") has plenary authority over financial, contractual, and policy matters relative to the Guam Waterworks Authority ("GWA"); and

WHEREAS, the Guam Waterworks Authority ("GWA") is a Guam Public Corporation established, and existing under the laws of Guam; and

WHEREAS, GWA has received a grant from the United States Environmental Protection Agency ("USEPA") under the State Revolving Fund ("SRF") program to repair and rehabilitate the water and wastewater system infrastructure; and

WHEREAS, GWA has a number of important USEPA SRF projects including the rehabilitation, repair, or replacement of groundwater wells D-03, D-17, D-18, D-22, and M-09, which have been inoperable for a significant amount of time; and

WHEREAS, on December 30, 2015, GWA entered into a contract with EA Engineering, Science and Technology, Inc., PBC (EA) to perform the Construction Management (CM) Services for the Rehabilitation of GWA Wells D-03, D-17, D-18, D-22, and M-09 project; and

WHEREAS, on August 22, 2016, GWA awarded the construction contract for the Island-wide Well Site Rehabilitation (D-03, D-17, D-18, D-22, and M-09) to Pacific Rim Corporation with a completion date of August 22, 2017, but extended the completion date to

November 25, 2017 due to capacity issues with some initial wells that required re-drilling and changes that were required for the electrical systems; and

WHEREAS, on November 25, 2017, GWA extended the construction contract for the Island-wide Well Site Rehabilitation (D-03, D-17, D-18, D-22, and M-09) to January 19, 2018, to allow extra time for the completion of the associated wells due to revised permits, additional GPA requirements, and issues associated with isolation of and connection to the watermain; and

WHEREAS, since January 19, 2018 the contractor has been submitting claims of further delays which GWA's project Manager and Construction Manager have been sorting out and which may result in the construction contract period being extended; and

WHEREAS, one significant problem experienced on the project was the final capacity achievable at well D-03 that was significantly lower than expected based on the pilot well tests which required additional time to review the well development process and determine appropriate action to complete the well construction; and

WHEREAS, other complications discovered at startup and commissioning of the associated wells, including issues with the Variable Frequency Drives (VFD), chlorination systems, level sensors, has caused all parties to verify deliverable requirements and timelines; and

WHEREAS, due to the projected end of the construction period to resolve all issues noted above, GWA requested a proposal from EA to extend their CM contract to a new completion date of August 31, 2018 and received a final proposal from EA on March 19, 2018, in the amount of Ninety-Eight Thousand Two Hundred Twenty-Two Dollars ($98,222.00) on a Time and Materials basis (SEE EXHIBIT A); and

WHEREAS, GWA along with Brown and Caldwell reviewed the proposal and determined the proposal as fair and reasonable; and

WHEREAS, GWA has discussed the proposal with the USEPA (the funding agency for this project) and received the USEPA's support to use the SRF grant to fund CM contract extension for the Island-wide Well Site Rehabilitation project; and

WHEREAS, CCU approved the original contract value for this project in the amount of Seven Hundred Forty-Nine Thousand One Hundred Eighty-Four Dollars ($749,184.00), plus a ten percent (10%) contingency of Seventy-Four Thousand Nine Hundred Eighteen Dollars and Forty Cents ($74,918.40), which brings the total authorized funding amount to a maximum of Eight Hundred Twenty-Four Thousand One Hundred Two Dollars and Forty Cents ($824,102.40); and

WHEREAS, GWA management executed via the 10% contingency two change Orders in the amount of Seventy Four Thousand Seven Hundred Ninety Six Dollars and Thirty Two Cents ($74,796.32), then further sought and received approval from the CCU via Resolution 06-FY2018 that approved Change Order No. 3 for One Hundred Nineteen Thousand Three Hundred Eighty One Dollars ($119,381.00) that brought the total contract value to Nine Hundred Forty Three Thousand Three Hundred Sixty One Dollars and Thirty-Two Cents ($943,361.32); and

WHEREAS, GWA Management further seeks CCU approval of the proposed Change Order No. 4 to proceed with the CM contract extension in the amount of Ninety-Eight Thousand Two Hundred Twenty-Two Dollars ($98,222.00); and

WHEREAS, funding for the change order work will be from the USEPA State Revolving Fund and, if necessary, GWA Bond funds and will bring the total budget for the entire project to One Million Forty-One Thousand Five Hundred Eighty-Three Dollars and Thirty-Two Cents ($1,041,583.32); 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 fee proposal submitted by EA Engineering, Science and Technology, Inc., PBC (EA) are fair and reasonable.
3. The CCU hereby authorizes the management of GWA to approve Change Order No. 4 in the amount of Ninety-Eight Thousand Two Hundred Twenty-Two Dollars ($98,222.00).
4. The CCU hereby further approves increasing the total funding amount for this project to a maximum of One Million Forty-One Thousand Five Hundred Eighty-Three Dollars and Thirty-Two Cents ($1,041,583.32).
5. The CCU herby further approves GWA management informing the PUC of the fact that the contract value for the CM services, which is intended to be fully funded by USEPA State Revolving Funds, will be greater than One Million Dollars ($1,000,000.00).

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

DULY AND REGULARLY ADOPTED, this 20th day of April 2018.

Certified by:

JOSEPH T. DUENAS
Chairperson

Attested by:

J. GEORGE BAMBA
Secretary

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SECRETARY'S CERTIFICATE

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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EA Engineering, Science, and Technology, Inc., PBC

1001 Army Drive, Suite 103
Barrigada, Guam 96913
Telephone: 671-646-5231
Fax: 671-646-5230
www.eaest.com

Date: March 19, 2018

To: Mr. Miguel C. Bordallo, PE
Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913

Delivered via email

RE: CHANGE ORDER No. 004 to Extend Construction Management Services from November 25, 2017 to August 31, 2018.
GWA Project No. W11-008-BND

Mr. Bordallo:

EA Engineering, Science, and Technology, Inc., PBC (EA) hereby submits Change Order (CO) No. 004 for GWA Project No. PW W11-008-BND for your review and approval. This CO will extend construction management services from the current completion date of November 25, 2017 to August 31, 2018 on a time and materials cost up to $98,222. This cost estimate also includes; re-obligating the engineer of record (EOR) to complete CADD as-built drawings and a final inspection by the Project electrical consultant.

This time extension is needed to address the following conditions needed to complete the Project and ensure proper commissioning of the wells:

- Acquisition and installation of the appropriate variable frequency drives to replace the undersized units currently in use.
- Troubleshooting and repairs for each chlorination system, including parts replacement.
- Submission of all warranties and manuals
- Pending punch list items
- Level sensor functionality
- Replacement of power supply cable for well M-9
- Spare parts hand-off
- Equipment training
- Commissioning of wells D-17, D-18 and D-22

EOR services are complete with the exception of the as-built drawings. This work was de-obligated to utilize existing funding for management costs incurred as a result of the extended Project schedule. The closeout and post-construction services authorized per the original contract remain unchanged.

EA Engineering, Science, and Technology, Inc., PBC

1001 Army Drive, Suite 103
Barrigada, Guam 96913
Telephone: 671-646-5231
Fax: 671-646-5230
www.eaest.com

EA estimates that this project will be substantially complete by August 31, 2018. The timeline of this CO is driven by equipment lead times and associated installations. The opinion of probable cost and the estimated staff utilization are presented in Attachment A and B, respectively. Periods of low utilization reflect the anticipated equipment lead times and periods of minimal construction activity.

Please do not hesitate to contact me if you have any questions or comments regarding this CO at jjaskowiak@eaest.com.

Sincerely,

Jason Jaskowiak, P.E. *(New York)*
Owner's Representative
EA Engineering, Science, and Technology, Inc., PBC

Attachments:
Cost Estimate
Utilization Estimate

cc:
Kurt Bilz, BC
George Watson, BC
Matthew Bowman, EA
Richard Price, EA
Shelly Rice, EA
File

Attachment A

COST PROPOSAL

(1) DIRECT LABOR COSTS

				Project Controls (Project Troubleshooting and Closeout)		Construction Inspection (Drill through D-03)		TOTAL	
STAFF	*CLASSIFICATION*	Units	Rate	No.	Amount	No.	Amount	No.	Amount
J. Jaskowiak	Construction Manager	Hour	$151	385	$58,058.00	0	$0.00	385	$58,058.00
B. Shambach	Deputy Construction Manager	Hour	$156	24	$3,744.00	0	$0.00	24	$3,744.00
T. Chargualaf	Construction Field Coordinator	Hour	$88	54	$4,773.60	0	$0.00	54	$4,773.60
M. Heppe	Administration	Hour	$121	40	$4,836.00	0	$0.00	40	$4,836.00
M. Dina	Procurement Administrator	Hour	$175	9	$1,577.19	0	$0.00	9	$1,577.19
R. Price	Principal	Hour	$208	8	$1,664.00	0	$0.00	8	$1,664.00
C. Brown	Program Manager	Hour	$172	13	$2,230.80	0	$0.00	13	$2,230.80
M. Bowman	Construction Quality Engineer	Hour	$187	10	$1,872.00	0	$0.00	10	$1,872.00
TOTAL LABOR COSTS					$78,755.59		$0.00		$78,755.59

(2) OTHER DIRECT COSTS

OTHER DIRECT COSTS		Units	Rate	No.	Amount	No.	Amount	No.	Amount
1. Equipment and Supplies Usage									
Vehicle		mo	$848.89		$0.00	0	$0.00	0	$0.00
Mileage		ea	$0.26		$0.00	0	$0.00	0	$0.00
Procore CM Software		year	$5,500.00		$0.00	0	$0.00	0	$0.00
Total Equipment and Supplies Usage					$0.00		$0.00		$0.00
2. Travel and Per Diem Costs									
Airfare		ea	$2,500.00	0	$0.00		$0.00	0	$0.00
Lodging		mo	$2,232.00	0	$0.00	0	$0.00	0	$0.00
Total Travel and Per Diem					$0.00		$0.00		$0.00
3. Subcontractor Costs									
See subcontractor detail for breakdown		T&M	$18,058.00		$0.00		$18,058.00		$18,058.00
Total Subcontractors					$0.00		$18,058.00		$18,058.00
G&A Applied to Subcontractor Costs and ODCs			7.80%		$0.00		$1,408.52		$1,408.52
Fee Applied to Subcontractos Costs and ODCs			0.00%		$0.00		$0.00		$0.00
TOTAL OTHER DIRECT COSTS					$0.00		$19,466.52		$19,466.52

(3) TOTAL COST

TOTAL COST				$78,756		$19,467	$98,222

Exhibit A (4 of 5)

SUBCONTRACTOR COST PROPOSAL

(1) SUBCONTRACTOR DIRECT LABOR COSTS

				Project Controls (Project Troubleshooting and Closeout)		TOTAL	
STAFF	*CLASSIFICATION*	Units	Rate	No.	Amount	No.	Amount
TOTAL LABOR COSTS					$0.00		$0.00

(2) SUBCONTRACTOR OTHER DIRECT COSTS

SUBCONTRACTOR COSTS		Units	Rate	No.	Amount	No.	Amount
1. Equipment and Supplies Usage							
Stanley - Includes 10% fee		T&M	$1,400.00	1	$1,400.00	1	$1,400.00
GHD - Reobligation		I&M	$16,658.00	1	$16,658.00	1	$16,658.00
Total Equipment and Supplies Usage					$18,058.00		$18,058.00
2. Travel and Per Diem Costs							
Total Travel and Per Diem					$0.00		$0.00
TOTAL OTHER DIRECT COSTS					$18,058.00		$18,058.00

(3) TOTAL COST

Subtotal Labor, Other Direct Costs, NOT Including G&A and Fee	$18,058.00	$18,058.00

Exhibit A (5 of 5)

Attachment B

Utilization

Utilization Assumptions	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Construction Manager	75%	35%	50%	30%	10%	10%	30%	30%
J.Jaskowiak								
Deputy Construction Manager	10%	0%	5%	0%	0%	0%	0%	5%
B. Shambach								
Construction Field Coordinator	5%	10%	10%	5%	0%	0%	0%	5%
T. Chargualaf								
Administration	15%	5%	3%	0%	0%	0%	0%	10%
M. Heppe								
Procurement Administrator	1%	0%	0%	0%	0%	0%	0%	5%
P. Occhiogrosso								
Principal	2%	1%	1%	0%	0%	0%	1%	1%
R. Price								
Program Manager	2%	1%	1%	1%	1%	1%	1%	1%
C. Brown								
Construction Quality Engineer	3%	2%	1%	0%	0%	0%	1%	1%
M. Bowman/K. Lindsey								

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

RESOLUTION NO. 27-FY2018

RELATIVE TO APPROVING THE PROCUREMENT FOR LABORATORY TESTING SERVICES

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, in August of 2013, GWA issued entered into a three-year indefinite quantity agreement with Eurofins Eaton Inc. ("Eurofins") for a US Environmental Protection Agency certified lab to analyze water and wastewater sample provided by the Guam Waterworks Authority ("GWA") in a manner that meets the "Standardized Monitoring Requirements" established by the Guam Environmental Protection Agency as provided under the Safe Drinking Water Act and the Guam Primary and Secondary Safe Drinking Water Regulations; and

WHEREAS, the Eurofins agreement allowed for a two-year extension which was executed by the parties on August 2, 2016; and

WHEREAS, in anticipation of the expiration of the Eurofins Agreement in August of this year, GWA wishes to initiate procurement of a new Laboratory Services Agreement so there will be no interruption of those services; and

WHEREAS, the IFB for this procurement (attached as Exhibit 1) contains an initial term of three years and considering that the average annual expenditures for GWA laboratory services over the past three years has been Four Hundred Eighty-One Thousand Three Hundred

Sixty-One Dollars and Sixty-Eight Cents ($481,361.68) or One Million Four Hundred Forty-Four Thousand Eighty-Five Dollars ($1,444,085.00) for three (3) years, which exceeds both the CCU spending authority and the PUC threshold under the Contract Review Protocol 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 Laboratory Services Procurement (Exhibit 1) at this time is reasonable, prudent and necessary.
3. The CCU further determines that GWA may use this Resolution as a justification under Section 6 of the Contract Review Protocol.

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

DULY AND REGULARLY ADOPTED, this 20th day of April, 2018.

Certified by:

JOSEPH T. DUENAS
Chairperson

Attested by:

J. GEORGE BAMBA
Secretary

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SECRETARY'S CERTIFICATE

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 1

GUAM WATERWORKS AUTHORITY
"Better Water. Better Lives."
Gloria B. Nelson Public Services Building
688 Route 15, Mangilao, Guam 96913
Tel: (671) 300-6026/27 Fax: (671) 649-3750

***THIS AD IS PAID FOR BY GWA (PUBLIC LAW 26-12)**

INVITATION FOR BID

The GUAM WATERWORKS AUTHORITY will receive sealed bids for **Laboratory Services,** in **GWA IFB. NO. 2018-06** Bids will be accepted until 10:00 a.m. Chamorro Standard Time, _____, 2018 at the GWA Procurement Office first floor located at the Gloria B. Nelson Public Services Building in Mangilao at which time and place all bids will be publicly opened and read aloud. All bids must be accompanied by a Bid / Performance Bond in the amount of 15 percent (15%) of the total bid price. Bid security may be bid/performance bond, Surety Bond, certified check or cashier's check made payable to Guam Waterworks Authority. A non-refundable amount of $15.00 is required for the purchase price of every set of bidding documents which are available at the GWA Procurement Office. Bidders can download a bid package at www.guamwaterworks.org without charge, although vendors are strongly encouraged to contact or visit GWA Procurement Office to register to ensure that updated information, notices or bid amendments are distributed to you.

GWA reserves the right to revise or reject any or all proposals and to waive any minor imperfection in the bid proposal in the interest of the Guam Waterworks Authority.

Miguel C. Bordallo, P.E.
General Manager

INVITATION TO BID

The GUAM WATERWORKS AUTHORITY, will receive sealed bids for **Laboratory Services IFB. NO. 2018-05.** Bids in duplicate copy will be accepted until 10:00 a.m. Chamorro Standard Time, _____, 2018 at the GWA Procurement Office first floor located at the Gloria B. Nelson Public Services Building in Mangilao at which time and place all bids will be publicly opened and read aloud. All bids must be accompanied by a Bid / Performance Bond in the amount of 15 percent (15%) of the total bid price. Bid security may be bid/performance bond, Surety Bond, certified check or cashier's check made payable to Guam Waterworks Authority. A non-refundable amount of $15.00 is required for the purchase price of every set of bidding documents which are available at the GWA Procurement Office. Bidders can download a bid package at www.guamwaterworks.org without charge, although vendors are strongly encouraged to contact or visit GWA Procurement Office to register to ensure that updated information, notices or bid amendments are distributed to you.

GWA reserves the right to revise or reject any or all proposals and to waive any minor imperfection in the bid proposal in the interest of the Guam Waterworks Authority.

Miguel C. Bordallo, P.E.
General Manager

GWA STAMP ISSUE DATE:

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GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao GU 96913

Guam Waterworks Authority
Invitation for Bid Number: GWA 2018-05
For Laboratory Services

ALL OR NONE BID

I. BID ITEM(s)

WATER SAMPLES*

(A) MONTHLY TEST:

Item No	Description	Est. QTY	Cost Per Test	Total
1.0	Volatile Organic Chemicals	7	_____	_____
1.1	Nitrates	25	_____	_____
1.2	Alkalinity	1	_____	_____
1.3	Total Organic Carbon	2	_____	_____

Total Cost: _____

(B) QUARTERLY TEST:

Item No	Description	Est. QTY	Cost Per Test	Total
2.0	Pesticides	75	_____	_____
2.1	Volatile Organic Chemicals	15	_____	_____
2.2	EDB and DBCP	1	_____	_____
2.3	Organic Chemicals EPA 515.4, EPA 531.2, EPA 547, EPA 548,	30	_____	_____

	EPA 549, EPA 1513, EPA 525.2			
2.4	Inorganic Chemicals Sb, As, Ba, Be, Cd, Cr, Ni, Se, Tl, CN, Hg, F, NO2, NO3, SO4, Sodium and Asbestos	30	_____	_____
2.5	Inorganic Chemicals Gross Alpha Gross Beta, Uranium, RA 226, and RA 228)	12	_____	_____
2.6	Nitrates	1	_____	_____
2.7	Trihalomethanes	12	_____	_____
2.8	Haloacetic Acids	12	_____	_____

Total Cost: _____

(C) BIANNUAL TEST:

Item No	Description	Est. QTY	Cost Per Test	Total
3.0	Inorganic Chemicals Inc. Nitrates Sb, As, Ba, Be, Cd, Cr, Ni, Se, Tl, CN, Hg, F, NO2, NO3, SO4, Sodium and Asbestos	75	_____	_____
3.1	Lead Copper	175	_____	_____

Total Cost: _____

(D) ANNUAL TEST:

Item No	Description	Est. QTY	Cost Per Test	Total
4.0	Volatile Organic	124	_____	_____

	Chemicals			
4.1	Nitrates	60	_____	_____
4.2	Inorganic Chemicals Sb, As, Ba, Be, Cd, Cr, Ni, Se, Tl, CN, Hg, F, NO2, NO3, SO4, Sodium and Asbestos	4	_____	_____

Total Cost: _____

WASTEWATER SAMPLES*

(A) MONTHLY TEST:

Item No	Description	Est. QTY	Cost Per Test	Total
5.0	Pesticides (chlordane, Dieldrin, 4,4-DDE, 4,4-DDD	1	_____	_____
5.1	Metals (Cu, Ni, ZN, Al)	1	_____	_____

Total Cost: _____

(B) QUARTERLY TEST:

Item No	Description	Est. QTY	Cost Per Test	Total
6.0	Whole Effluent Toxicity (Sea Urchin Bioassay)	3	_____	_____
6.1	Effluent Monitoring for Appendix A (see Court Order Civil Case No. 02-00035)	2	_____	_____

Total Cost: _____

(C) ANNUAL TEST:

Item No	Description	Est. QTY	Cost Per Test	Total
7.0	Whole Effluent Toxicity (Ceriodaphnia Bioassay)	2	_____	_____
7.1	Heavy Metals (As, Cd, Cr3+, Cr6+, Cu, Hg, Pb Ni, Ag, and Zn)	5	_____	_____
7.2	All Pesticides (organochlorines, carbonates, herbicides, fungicides, defoliants, and botanicals) see Guam Water Quality Standards-2001 Located in Appendix A	5	_____	_____

Total Cost: _____

UCMR 4 SAMPLES*

(A) Quarterly Test:

Item No	Description	Est. QTY	Cost Per Test	Total
8.0	List 1, Assessment Monitoring	3	_____	_____

Total Cost: _____

(B) Biannual Test:

Item No	Description	Est. QTY	Cost Per Test	Total
9.0	List 1, Assessment Monitoring List 2, Screening Survey	240	_____	_____
9.1	DSMRT Sample	16	_____	_____

Total Cost: _____

Item No	Description	Est. QTY	Cost Per Test	Total
10.0	UCMR Field Blanks EPA 200.9, EPA 524.3, EPA 537, EPA 539	240	_____	_____
11.0	DSMRT Field Blanks EPA 200.9, EPA 524.3, EPA 537, EPA 539	12	_____	_____

Total Cost: _____

II. SCOPE OF WORK

Bidders will analyze samples under the Standardized Monitoring Requirements of the Guam Environmental Protection Agency ("GEPA") in compliance with the Safe Drinking Water Act and the Guam Primary and Secondary Safe Drinking Water Regulations.

1. Samples to be tested will be obtained from approximately 120 potable water sources by GWA personnel to be analyzed for the parameters listed under the GEPA approved Standardized Monitoring Plan.

2. Samples obtained by GWA personnel from distribution points in the system as required by the GEPA approved Standardized Monitoring Plan within the required time frames.

A. Analyze samples under the National Pollutant Discharge Elimination System (NPDES) requirements by NELAC certified GEPA/EPA approved methods in compliance with the Clean Water Act and the Guam Water Quality Standards.

1. Samples to be obtained from five (5) wastewater treatment plants and from the Ugum Water Treatment Plant by GWA personnel for the parameters required by each plant's NPDES permit.

B. Provide sample bottles with preservatives as needed to GWA, appropriate packing containers with ice packs, and the necessary arrangements for transporting samples to laboratory within QA/QC requirements. Sampling bottles to be available to GWA at least ten (10) days before the required sampling scheduled. Include at least ten percent (10 %) additional sampling bottles to allow for breakages and for quality assurance duplicates.

C. Provide chain-of-custody forms with sampling protocols for GWA personnel to follow, with specific instructions for the obtaining, preserving, storing, and transporting of all samples.

D. Provide original certified written results of analyses in a form suitable for submission to GEPA and/or USEPA. Analysis results may be submitted electronically to GWA no later than five (5) working days after completion of analysis.

E. Notify GWA immediately upon failure of samples to be received by the laboratory within the QA/QC required parameters or on determining any sample exceedence of any of a GEPA/USEPA's Maximum Contaminant levels (MCLs) and immediately provide additional sample bottles with preservative to GWA for resampling (including appropriate packing containers, with the necessary arrangements for transporting to the laboratory within QA/QC requirements.

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INFORMATION REQUIRED

A. Capability, Prior Experience, and Certification

GWA is required by the USEPA to have the samples included in this bid tested by a firm who has achieved TNI (NELAC) National Environmental Laboratory Accreditation Program ("NELAP") certification. All labs are subject to the approval of the Guam Environmental Protection Agency. Bidders must provide proof of the firm's capability, prior experience in drinking water and wastewater analyses, and documents pertaining to laboratory certification. Given these requirements, all bidders **must** provide a copy of current TNI (NELAC) National Environmental Laboratory Accreditation Program ("NELAP") certification and **UCMR 4 USEPA Approval Letter** for the testing parameters to be analyzed under this bid. Bidders must also include method detection levels for each parameter certified. Failure to submit the above-mentioned documentation will be grounds for disqualification.

B. Cost

All costs submitted in this bid will be fixed for the duration of the contract under this bid. Cost of sampling bottles with preservative, shipping containers with appropriate ice packs, and the cost of shipping the samples to the laboratory and results back to GWA must be included in the bid cost,

C. Completion Time

Provide the completion time for analyses from receipt of samples to submission of results. Analyses must be completed at least within thirty (30) days after receipt of samples

D. Number of Analyses

Provide the maximum number of samples per week that can be analyzed by the laboratory for compliance under the GEPA approved Standardized Monitoring Requirements and the NPDES Regulations and within the QA/QC requirements for the analyses.

GWA RESPONSIBILITIES

1. GWA will provide the personnel to obtain, preserve, store, and transport water samples to selected firm for the required analyses as directed by the analytical laboratory.

2. GWA will provide a sampling schedule for all the analyses required for compliance under the Standardized Monitoring Plan and the NPDES permits for all plants.

GENERAL RESPONSIBILITIES OF SELECTED LABORATORY(s)

1. The laboratory will provide the sample bottles with preservative, shipping containers with the necessary ice packs, and specific instructions for the obtaining, preserving, and transportation of the water samples within QA/QC parameters.

2. The laboratory will perform analyses of samples in accordance with methods prescribed by USEPA. See also Appendix A of the Order For Preliminary Relief Re: Deadlines For Outstanding Projects Under The Amended Stipulated Order; Civil Case No. 02-00035. Appendix B of this bid.

3. The laboratory shall channel all requests, reports, and all other communications concerning this endeavor through the contact persons noted below.

4. The laboratory will provide an analysis schedule to meet GEPA compliance requirements. Transmittal of original results to GWA must be no later than five (5) working days after completion of analysis.

5. The laboratory shall provide Chain-of-Custody forms to GWA for proper transmittal of all samples to meet QA/QC requirements.

6. The laboratory must submit reports in SIDWIS electronic deliverable format and submit with their bid an example of the file format of the SIDWIS deliverable

III. GENERAL TERMS AND CONDITIONS

A. AUTHORITY.

This Invitation for Bids is issued subject to all of the provisions of the Guam Procurement Act and the Guam Procurement Regulations. The bid requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith. Failure on the part of any bidder to act in good faith shall serve as a basis for voiding a bid or shall constitute a material

breach of any contract entered into between GWA and any bidder which shall allow GWA to immediately terminate the contract.

B. EXPLANATION TO BIDDERS.

Except as otherwise provided herein, no oral explanation in regard to the meaning of any provision of this Bid will be made and no oral instructions will be given before the award of the bid. Discrepancies, omissions, or doubts as to the meaning of any provision of this Bid shall be communicated in writing to the named individual of GWA.

C. QUESTIONS.

All questions regarding the bid can be submitted via e-mail, although GWA request that the question be submitted in writing and be either delivered personally, via US mail, via express delivery or via fax and directed to the following parties:

Miguel C. Bordallo, P.E.
General Manager
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, GU 96913
E-mail: mcbordallo@guamwaterworks.org

Vince Guerrero
Supply Management Administrator
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, GU 96913
E-mail: vincentg@guamwaterworks.org

D. METHOD OF AWARD.

GWA intends to review the bids immediately upon the opening of the bids as provided herein. The bids submitted will be the primary documents for evaluation. GWA reserves the right to waive any minor information or irregularity in bids received. GWA shall have the prerogative to award, amend or reject bids in whole or in part. GWA is not responsible for any and all costs incurred by any person or party incurred in preparing any bid. GWA reserves the right to retain all bids submitted regardless of whether a firm is selected. Submission of a bid indicates acceptance of all terms and conditions by the bidder.

E. REJECTION.

GWA has the right to reject all bids or offers which have been submitted in response to this Bid, at any time, including after delivery if goods are determined to be non-conforming, if GWA determines such to be in the best interest of GWA. All bids and contractual obligations are subject to the availability of funding.

F. TAXES.

Bidders are cautioned that they may be subject to Guam Business Privilege Taxes, including Gross Receipt Tax and Guam Income Taxes on Guam transactions. GWA shall not be responsible for paying any taxes owed by any vendor. Specific information of taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

G. LICENSING.

Bidders are cautioned that GWA will not consider for award any bid offer submitted by a bidder who has not complied with Guam Licensing Laws. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

H. COVENANT AGAINST CONTINGENT FEES.

The bidder warrants that it has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give GWA the right to terminate the contract, or in its discretion, deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the bidder upon contracts or sales secure or made through bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business.

I. JUSTIFICATION OF DELAY.

The bidder who is awarded the bid guarantees that performance will be completed within the agreed upon completion date. If, however, the selected bidder cannot comply with the completion requirement, it is the selected bidder's responsibility to advise GWA in writing explaining the cause and reasons of the delay.

J. DISCLOSURE OF MAJOR SHAREHOLDERS.

As a condition of bidder, any partnership, sole proprietorship or corporation doing business with GWA shall submit an affidavit executed under oath that list the name address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation, which have held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitle to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. A bid from any firm that has person on the list 10% or more affidavit that is a member of the CCU or a GWA or Guam Power Authority officer that reports directly to the Board will not be evaluated and will be rejected. The affidavit shall be open and available to the public inspection and copying.

K. EQUAL EMPLOYMENT OPPORTUNITY.

Section 3.01(1) of Presidential Executive Order No. 10935 dated March 7, 1965, that was adopted on Guam, requires that the bidder not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The bidder will take whatever steps are necessary to ensure that its employees are treated equally during employment without regard to their race, creed, color or national origin.

L. DETERMINATION OF RESPONSIBILITY OF OFFERORS.

GWA reserves the right to secure information necessary to assess the competency and qualifications of the bidder, in accordance with the "Standard for Determination of the most Qualified bidder" section of the General Terms and Conditions. The competency of bidders, includes, but is not limited to testing of goods and/or services provided by the bidder.

M. STANDARD FOR DETERMING WHETHER BIDDER IS QUALIFIED.

In determining whether a bidder is qualified, GWA shall be guided by the following:

1. the ability, capacity, and skill of the bidder to perform (i.e., is bidder qualified);
2. whether GWA believes that the bidder can perform promptly or within the specified time;
3. the character, integrity, reputation, judgment experience, and efficiency of the bidder;
4. the sufficiency of the financial resources and ability of the bidder to perform;
5. whether the bidder has submitted all documents required under this Bid; and
6. whether the bidder can meet the terms and conditions of the Bid.

N. PRE-BID CONFERENCES.

Pre-bid conferences may be held at any time prior to the date established herein for submission of bids to explain the procurement requirements for this Bid. GWA will notify all bidders of any substantive clarification provided in response to any inquiry. GWA may extend the due date if such information significantly amends the solicitation or makes compliance with the original proposed due date impractical.

O. BIDS.

The Bidder is required to read each and every page of the bid and by the act of submitting a bid shall be deemed to have accepted all conditions contained therein except as noted elsewhere in the bid. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a bid after opening. Bids shall be filled out in ink or typewritten and signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the bid or irregularities of any kind may be rejected by GWA in whole or in part.

P. COMPETENCY OF BIDDERS.

Bids will be considered only from such bidders who, in the sole opinion of GWA, can show evidence of their ability, experience, equipment, and facilities to render satisfactory performance of the terms and conditions herein (see item "N" above for standards). GWA reserves the right to take all

reasonable steps to determine the competency of bidders, including asking questions, testing or any other act deemed prudent by GWA based on the circumstances.

Q. REQUEST FOR BID FORMS.

Each bidder shall be provided with one (1) set of the Bid packet at a cost of $15.00. If the bidder wishes to download a bid packet on GWA website, the fee will not be charged. All payments shall be by cash, certified check, credit card or money order and shall be made payable to GWA. Prospective bidders are encouraged to notify GWA's Procurement section located on the first floor of Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, GU 96913 @ 300-6026/6027 to be register as a prospective bidder. **Failure to register as a bidder could result in not obtaining answers to questions or bid amendments since GWA will send these types of documents to only those vendors of whom we are aware. GWA shall not be liable for any reason for the failure of any vendor to register with GWA and provide accurate and complete contact information.**

R. BID ENVELOPE.

Bid envelopes shall be sealed and marked with the bidder's name and GWA's Invitation for Bid Number.

S. FORM OF BID.

One (1) original hard copy, two (2) complete hard copies and one (1) electronic copy of the bid must be submitted. The original bid must be signed in ink by a person authorized to submit bids on behalf of the bidder. All bids shall be submitted entirely in English (including brochures).

The electronic copy of the bid shall be submitted on a compact disk ("CD"). All documents shall be in ".pdf" format. Electronic bids shall constitute an exact replica of the original hard copy of the bid that is being submitted.

T. MODIFICATION / ALTERATION.

After the opening of bids, GWA or its designee(s) may conduct discussions with bidders that have submitted valid bids for the purpose of clarification to provide GWA with a full understanding as to the responsiveness and capabilities of the proposed bidder in meeting the requirements of the bid. In conducting discussions there shall be complete confidentiality of any information derived from bids submitted by competing bidders.

U. MODIFICATION OR WITHDRAWAL OF BIDS.

Bids may be modified or withdrawn at any time prior to submission, as otherwise provided herein or by the Guam Procurement Code.

V. CONTACT FOR CONTRACT NEGOTIATION.

All vendors are required to designate a person whom GWA may contact for prompt negotiation.

NAME: _____ TITLE: _____

_____

ADDRESS: _____ TELEPHONE: ____

_____

W. AWARD OF CONTRACT AND NEGOTIATION (IF APPLICABLE).

The lowest responsible bidder may be required to enter into a contract with GWA on terms and conditions acceptable to GWA. If the services are to be secured via Purchase Order, the bidder must still comply with all applicable laws, bid requirements and directives from GWA regardless of whether or formal "contract" has been issued.

The bidder who submits the lowest responsible bid for the required services or supplies may be required to enter into a contract within twenty (20) days following Bidder's receipt of the Notice of Award of Bid. Contract negotiations will be directed toward: (1) making certain that the bidder has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services; and (2) determining that the bidder will make available the necessary personnel and facilities to perform the services within the required time. Bidders will be required to follow all laws applicable to this bid at all times and the Bidder is responsible for ascertaining what laws are applicable to this bid.

X. NOTICE OF AWARD.

Written notice of award will be public information and made a part of the procurement file.

Y. CERTIFICATION AGAINST THE EMPLOYMENT OF CONVICTED SEX OFFENDERS.

All vendors must complete and fill out a Certification Against the Employment of Convicted Sex Offenders (part of bid packet – if not present, make sure you ask for one).

Z. TERMINATION OF BID.

After opening, but prior to award, GWA may terminate the bid in whole, or in part if:

1. It is in the best interest of GWA to do so.
2. The goods or services being sought are no longer required.
3. Bid amounts exceed available funding.
4. No bidder is qualified.

IV. SPECIAL TERMS AND CONDITIONS

Note, these special terms and conditions apply in the event that GWA uses a purchase order. However, in the event a formal contract is entered into, the terms of the Contract shall control in the event of a conflict between these terms and conditions and the contract.

D. GENERAL COMPLIANCE WITH LAWS.

The Bidder is required to comply with all Federal and territorial laws and ordinances applicable to the work and it is the responsibility of the Bidder to examine all necessary laws, rules, regulations and guidelines to determine its duties thereunder. Bidder shall attach a copy of appropriate business license or an affidavit executed under penalty of perjury that indicates that Bidder is exempt under Guam law (must include legal citations proving exemption).

E. ACCESS TO RECORDS AND OTHER REVIEW.

The Bidder, including his subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by GWA.

Each subcontract by Bidder pursuant to this agreement shall include a provision containing all of the conditions of this Special Terms and Conditions Section.

F. OWNERSHIP OF DOCUMENTS.

All briefs, memoranda and other incidental Bidder work or materials furnished hereunder shall be and remain the property of GWA including all publication rights and copyright interests, and may be used by GWA without any additional cost to GWA.

D. INDEMNITY.

Bidder agrees to save and hold harmless the CCU, GWA, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage to the extent arising or growing out of the negligent acts or omissions of the Bidder, Bidder's officers, agents (including subcontractors), servants or employees under this agreement.

E. CHANGES.

GWA may at any time, by written order make any change in the services to be performed hereunder. If such changes cause a material increase or decrease in the costs of doing the work under this agreement, or in the time required for this performance, an equitable adjustment shall be made and the agreement shall be modified in writing accordingly to the provisions of the Guam Procurement Law and Procurement Rules and Regulations pertaining to price adjustments.

F. TERMINATION.

TERMINATION FOR DEFAULT:

(1). Default. If the Bidder refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any

other substantial breach of this contract as determined by GWA, then GWA may notify the Bidder in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by GWA. GWA may terminate the Bidder's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part GWA may procure similar services in a manner and upon terms deemed appropriate by GWA. The Bidder shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar services.

(2) Bidder's Duties. Notwithstanding termination of the contract and subject to any directions from GWA, the Bidder shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Bidder in which GWA has an interest.

(3) Compensation. Payment for completed services delivered and accepted by GWA shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the Bidder and GWA; if the parties fail to agree, GWA shall set an amount subject to the Bidder's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. GWA may withhold from amounts due the Bidder such sums as GWA deems to be necessary to protect GWA against loss because of outstanding liens or claims of former lien holders and to reimburse GWA for the excess costs incurred in procuring similar goods and services.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-contractor(s) of Bidder, the Bidder shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Bidder to make progress in the prosecution of the work hereunder which endangers such performance) if the Bidder has notified GWA within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the government of Guam and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress due to such causes similar to those set forth above, the Bidder shall not be deemed to be in default, unless the services to be furnished by the sub-contractor were reasonably obtainable from other sources in sufficient time to permit the Bidder to meet the contract requirements. Failure of the sub-contractor to perform for reasons other than cited above shall constitute a default of the Bidder unless cured by Bidder with a reasonable time. Upon request of the Bidder, GWA shall ascertain the facts and extent of such failure, and, if GWA determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Bidder's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of GWA and the government of Guam under the laws of Guam.

(5) Erroneous Termination for Default. If, after notice of termination of the Bidder's right to proceed under the provisions of this clause, it is determined for any reason that the Bidder was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection C, below.

(6) Additional Rights and Remedies. The rights and remedies provided in this clause

are in addition to any other rights and remedies provided by law or under this contract

TERMINATION FOR CONVENIENCE:

(1) Termination. GWA may, when the interest of GWA so requires, terminate this contract in whole or in part, for the convenience of GWA. GWA shall give written notice of the termination to the Bidder specifying the part of the contract terminated and when termination becomes effective.

(2) Bidder's Obligations. The Bidder shall incur no further obligations in connection with the terminated work and on the dated set in the notice of termination the Bidder will stop work to the extent specified. The Bidder shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Bidder shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. GWA may direct the Bidder to assign the Bidder's right, title, and interest under terminated orders or subcontracts to GWA. The Bidder must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Work Product. Upon termination of the contract for the convenience of GWA or for any other reason, Bidder shall transfer title and deliver to GWA all documents and reports, plans, drawings, information and other material produced by Bidder or any of its sub-contractors in connection with the performance of this contract. The Bidder shall protect and preserve property in its possession or in the possession of any of its sub-contractors in which GWA has an interest.

(4) Compensation.

(a) The Bidder shall submit a termination claim specifying the amount due because of the termination for convenience together with cost or pricing data to the extent required by 2 G.A.R. § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Bidder fails to file a termination claim within one year from the effective date of termination, GWA may pay the Bidder, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) GWA and the Bidder may agree to a settlement provided the Bidder has filed a termination claim supported by cost or pricing data to the extent required by 2 G.A.R. § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GWA and the contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (2) of this Paragraph, GWA shall pay the Bidder the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph:

(i) contract prices for services accepted under the contract;

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

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;

(iv) the reasonable settlement costs of the Bidder including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. Attorney's fees if for any reason it files suit against the government must be paid by the Bidder. The total sum to be paid the Bidder under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Bidder reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

G. SEVERABLE PROVISIONS.

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions.

I. GOVERNING LAW.

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam. Moreover, any and all actions governing this agreement shall be brought in either the Guam Superior Court or the Guam District Court if applicable.

I. EFFECTIVE DATE OF AGREEMENT.

Any agreement under this Bid shall take effect upon the date said agreement is signed by the GWA General Manger (who shall sign last). Agreements under this provision includes Purchase Orders in the absence of a formal written contract.

J. GOVERNMENT NOT LIABLE.

1. GWA assumes no liability for any accident or injury that may occur to the Bidder, his or her agents, dependents, or personal property while en route to or from Guam or during any travel mandated by the terms of this agreement.

2. GWA shall not be liable to Bidder for any work performed by the Bidder prior to the written and signed approval of this Agreement by the General Manager for GWA and the Bidder hereby expressly waives any and all claims for service performed in expectation of this agreement prior to its signature of the General Manager.

K. ASSIGNMENT.

An assignment of any portion of the performance required under this Bid is not valid unless written approval is first obtained from GWA. Requests for approval of the right to assign any portion of the contract or obligation, if awarded, must be made in writing and submitted with the bid. No other requests for assignment will be accepted.

L. LIQUIDATED DAMAGES.

By submitting a bid, the Bidder agrees to commence work on the date to be specified in a written "Notice to Proceed" from GWA and to fully complete the project within the allotted time thereafter. In the event that the Bidder fails to complete the work called for in the bid, fails to provide the goods or services in the allotted time, then Bidder shall pay to GWA ¼ of 1% of the total bid price per day as liquidated damages for the non-performance as specified by the Guam Code Annotated. The liquidated damages herein are not a penalty, but rather a reasonable estimate by GWA of the loss it would suffer as a result of non-performance.

M. ALL OR NONE BID.

All-or-none bid is an invitation to bid for more than one, or a list of Items or Services for which a partial award would not be made.

All-or-none bids will be considered only if bidder quoted prices on all items requested.

V. SPECIAL PROVISIONS

1. Bid and Performance Bond Requirements:

All bidders are required to submit bid security in the amount of **15%** of their total bid amount which must also indicate that the security is not only for a bid bond, but also for performance under this Bid as required by 5 G.C.A. 5312. Failure to submit a proper bid bond will cause the bid to be rejected.

As required by law, the bid security shall not be released upon award of the bid, but instead shall continue in full force and effect until after delivery of the supplies or services required by the contract awarded to the contractor under the associated Invitation for Bid is completed to secure the faithful performance under this Bid **(e.g., until warranty period has ended as any warranty is a service provided in conjunction with the delivery of goods)**.

THE BID/PERFORMANCE GUARANTEE MAY BE IN THE FORM OF:

a. Cashier's Check or Certified Check
b. Letter of Credit
c. Surety Bond – Valid only if accompanied by:
   i. Current Certificate of Authority;
   ii. Power of Attorney issued by the Surety to the Resident General Agent;

iii. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf

2. **Performance Bond**: see Section 1 above.

3. **Contract Terms:**

GWA may enter into a contract on terms acceptable to GWA which shall commence upon vendor's acknowledged receipt of a Notice to Proceed from GWA. The initial term of the contract shall be for a period of three (3) years with an option to renew annually for two additional years. The basis for the multiple year contract is to enhance efficiency, consistency in testing and overall value. The contracts and any extensions thereto are subject to the availability of funds.

4. **Failure To Submit Required Documentation.**

Failure by Contractor to submit the required information or data will be cause to declare the bidder as non-compliant with the bid. Any declaration of non-compliance shall be at the sole discretion of the General Manager of the Guam Waterworks Authority.

5. **Shipping and Cost:**

Total cost must include CIF delivery to GWA's Laboratory Facility located in Upper Tumon, Guam. The bid cost will be broken down as to the Scope of Work. All cost submitted will be fixed for the duration of the sampling and analysis period. Cost of sampling bottles with preservative, shipping containers with appropriate ice packs, and the cost of shipping the samples to the laboratory must be included in the bid cost, per parameter to be analyzed.

Total cost must include CIF and delivery *(see No. 6 below)

6. **Delivery:**

The vendor will be responsible for all cost and all risks associated with the provision of these goods until delivery is made and the items are formally accepted by GWA. All goods shall be delivered to Guam Waterworks Authority at GWA's Laboratory Facility Upper Tumon, Guam.

7. GWA reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or service discrepancies and to award the bid in the best interest of Guam Waterworks Authority.

These specifications were approved and/or prepared by Miguel C Bordallo, P.E General Manager, and hereby constitute the findings and determinations of the General Manager.

Required Forms follow:

/

/

NON-COLLUSION AFFIDAVIT

Guam)
)ss:
Tamuning)

I, _____ first being duly sworn, depose and say:
(Name of Declarant)

1. That I am the _____ of _____.
(Title) (Name of Company or Person Bidding/RFP

2. That in making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder/offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or to refrain from bidding or submitting a proposal and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to secure any overhead, project or cost element of said bid price, or of that of any bidder, or to secure any advantage against the GUAM WATERWORKS AUTHORITY or any person interested in the proposed contract; and

3. That all statements in said proposal or bid are true.

4. This affidavit is made in compliance with 2 G.A.R. § 3126(b).

So sayeth _____
(Declarant)

Signed on this ____ day of _____ 201___, before me a Notary Public in and for Guam, personally appeared _____, known to me to be the authorized representative of _____, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of _____, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

) Seal (

Notary Public

CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS

Pursuant to Guam Public Law 28-24, as amended by Guam Public Law 28-98, if a contract for services is awarded to the bidder or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

I, _____ being a duly authorized representative acknowledge the
(print name)

directive as describe above and ensure the Bid Proposal as submitted addresses the directive.

_____
(Company Name)

_____
(Title)

_____ _____
(Signature) (Date)

MAJOR SHAREHOLDER DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM }
}
HAGATNA, GUAM }

I, the undersigned _____, being first duly sworn, depose and says:

1. That the persons who have held more than ten percent (10%) of the company's share during the past twelve months preceding the submission of the bid are as follows (**if none, so state):**

NAME	ADDRESS	PERCENTAGE OF SHARES HOLD

TOTAL NUMBER OF SHARES_____

2. Persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for which this affidavit is submitted are as follows:

NAME	ADDRESS	AMOUNT OF COMMISSIONS, GRATUITY OR OTHER COMPENSATION

Further, affiant sayeth naught.

Date: _____ _____

Signature of individual if bidder is a sole proprietorship; partner, if the bidders is a partnership; officer, if the bidder is a corporation (or other authorized person).

Subscribed and sworn to before me this ____day of _____, 201__.

Notary Public
In and for the Territory of Guam
My commission expires

BID AND PERFORMANCE BOND FOR GOODS AND SERVICES AS REQUIRED UNDER 5 G.C.A. § 5212

KNOW ALL MEN BY THESE PRESENTS, that

_____
(Name of Contractor)
as Principal, herein after called the Principal and

_____
(Name of Surety)
as duly admitted insurer under the laws of the Territory of Guam, as Surety, hereafter called the Surety, are held and firmly bound unto the Guam Waterworks Authority for the sum of_____Dollars ($_____), for payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents:

WHEREAS, the Principal has submitted a bid for and is anticipated to enter into a contract in the amount specified below, _____

_____

NOW, THEREFORE, if the Guam Waterworks Authority shall accept the bid and the Principal shall not withdraw said bid within (120) calendar days after the opening of bids, and shall within twenty one (21) calendar days after the prescribed forms are presented to him for signature, enter into a Contract with the Guam Waterworks Authority in accordance with the terms of such bid. This bond shall also be held by the Guam Waterworks Authority to secure the faithful performance of such Contract and for the prompt payment of labor, goods, services and materials furnished in the prosecution thereof. In the event of the failure of the Principal to enter into such Contract, or if the Principals (Contractor) fails to perform in accordance with the requirements set out under the Bid or any other written instrument requirement performance thereunder, the Surety, on behalf of the Principals shall pay to the Guam Waterworks Authority the differences not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Guam Waterworks Authority may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if the contractor shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

A. The Surety hereby waives notice of any alteration or extension of the time made by the Authority provided the same is within the scope of the Contract or any modification thereto.

B. Whenever the contractor shall be and is declared in default by the Authority to be in default under the Contract, the Authority having performed its obligations hereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Authority and the Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the Authority, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts or completion arranged under this paragraph) sufficient funds to pay the cost of completion, less than balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph shall mean the total amount payable by the Authority to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Authority to Contractor. No right of action shall accrue on this bond to or for use of any person or corporation other than the Authority or successors of the Authority.

C. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

D. The above named Contractor and Surety hereby jointly and severally agree with the Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date of which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment to final judgment for such sum or sums as may be justly due the claimant, and have execution thereon. The Authority shall not be liable for the payment of any costs or expenses of any such suit.

E. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the contractor, shall have given written notice to any two (2) of the following entities named below:

(a) the Contractor; (b) the Guam Waterworks Authority, or (c) the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor at any place the principal maintains an office or conducts its business.

2. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.

3. Other than in a court of competent jurisdiction in and for the Territory of Guam.

F. The amount of the bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SIGNED AND SEALED THIS _____ day of _____, 20___, A.D.

IN THE PRESENCE OF:
(Note: If the Principals are Partners, each must execute the Bond)

_____	_____
(WITNESS)	(CONTRACTOR) (SEAL)
_____	_____
(TITLE)	(TITLE)
_____	_____
(MAJOR OFFICER OF SURETY)	(MAJOR OFFICER OF SURETY)
_____	_____
TITLE)	(TITLE)

_____
(RESIDENT GENERAL AGENT)

DRAFT FORMAL CONTRACT

Bidders are notified they will be subject to these terms and conditions and as a condition of the submitting a bid, agree to the terms contained herein

THIS AGREEMENT AND FORMAL CONTRACT is made and entered into this _____ day of _____, 2018 by and between the **GUAM WATERWORKS AUTHORITY** ("GWA"), whose business address is 688 Route 15, Mangilao, Guam, 96913, and _____ **("Bidder"),** whose mailing address is _____ licensed to conduct business on Guam and having Guam business license Nos. _____.

WITNESSETH, that whereas, GWA intends to purchase _____ for the purpose of _____ as identified in GWA Bid No. _____.

NOW THEREFORE, GWA and the Bidder for the considerations hereinafter set forth herein and in other documents associated with the performance hereunder, agree as follows:

SECTION 1. THE BIDDER AGREES:

To provide all of the goods and services specified in GWA IFB No. _____ at the prices specified in the bid. Bidder agrees to maintain all time all licenses, labor, insurance, material, equipment, tools and services necessary to perform and comply with this Contract and the Contract Documents as defined in Section 3 herein. Bidder also understands that it is responsible for all taxes and fees which may be due relative to payment or performance hereunder (including but not limited to, all employee, corporate and gross receipt taxes). GWA reserves the right to amend this Agreement or request a change order, but the right is subject to the mutual agreement of both parties and all amendments or change orders shall be in writing signed by both parties.

(a) CONTRACT TIME: The Bidder agrees to commence work under this contract upon written notice to proceed and to provide the services as specified in the Bid Documents in the time, place and manner provided in the Bid Documents (as amended). Bidder agrees by placing their signature hereto that they have been placed on notice that the provision of the goods and services hereunder is necessary to protect the public health and that time is always of the essence.

(b) SUB-BIDDERS: The Bidder agrees to bind every sub-Bidder to the terms of the Contract Documents. Bidder further agrees that no sub-Bidder Bidder may be allowed to perform in any fashion whatsoever under this contract until such time as the express written approval of GWA is obtained. The Contract Documents shall not be construed as creating any contractual relation between a sub-Bidder and the Guam Waterworks Authority.

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SECTION 2. GWA AGREES:

To pay, and the Bidder agrees to accept in full payment for the performance of this Contract, the amount of _____. (add other explanation if necessary). GWA agrees to pay approved invoices on a net 30 day basis. In the event GWA does not pay an invoice approved by GWA within sixty (60) days, GWA agrees to pay Bidder six (6) percent interest on such overdue payments.

Any adjustment in contract price pursuant to clauses in this contract shall be made in one or more of the following ways:

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or

(e) in the absence of an agreement between the parties, by a unilateral determination by the GWA General Manager of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the GWA General Manager in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions under Title 5, Chapter 5 of the Guam Code Annotated (Legal and Contractual Remedies).

For any request for a price adjustment, the Bidder shall submit cost or pricing data for any price adjustments subject to the provisions of 2 G.A.R. § 3118 of the Guam Procurement Regulations. Please note, fixed price bids of one year or less shall not be modified by GWA except in extreme circumstances (e.g., factory has burned down, massive increases in shipping costs, etc.)

SECTION 3. CONTRACT DOCUMENTS:

It is hereby mutually agreed that the following list of instruments, plans, specifications and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the Contract Documents, all of which are made a part hereof, and collectively evidence and constitute the Contract between the parties, hereto, and they are as fully a part of this Agreement as if they were set out verbatim and in full herein, and are designated as follows:

a. Invitation to Bid
b. Instructions to Bidders
c. Bid
d. Form of Non-Collision Affidavit
e. Bid Bond
f. Certification of Bidders Regarding Equal Employment Opportunity

g. Formal Contract (which shall control in the event of conflict between this and any other contract document)
h. Performance Bond
i. Payment Bond
j. General Provisions
k. Special Provisions
l. Technical Specifications
m. Plans
n. Addenda/Amendments
o. Answers to Questions (if GWA determines they are applicable).

SECTION 4. LIQUIDATED DAMAGES:

The Bidder further agrees to pay to GWA the amounts stated in the bid for failing, neglecting or refusing to complete the work within the time herein specified and said sum shall be paid for each consecutive calendar day therefore that the Bidder shall be in default after the time stipulated in the Contract for completing the work, ready for use and/or operations. Sundays and legal holidays will be excluded in determining the number of days in default.

SECTION 5. COVENANT AGAINST CONTINGENT FEES:

The Bidder warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warrant shall give GWA the right to terminate the contract, or at its direction, deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by Bidders upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business.

SECTION 6. OTHER CONTRACTS:

GWA may award other contracts for additional work, and the Bidder shall fully cooperate with such other Bidders and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Bidder shall not commit or permit any act which will interfere with the performance of work by any other Bidder.

SECTION 7. DISPUTES:

Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the GWA General Manager whose decision shall be final and conclusive upon the parties thereto. In the meantime, the Bidder shall diligently proceed with the work as directed. However, the final decision of the GWA General Manager is appealable to the Guam Public Auditor as provided under 5 G.C.A. § 5427(e).

SECTION 8. DIFFERING SITE CONDITIONS.

The Bidder accepts the conditions at the work site as they eventually may be found to exist and warrants and represents that the contract can and will be performed under such conditions, and that

all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the Bidder's own cost and expense, anything in this contract to the contrary notwithstanding.

SECTION 9. CONTRACT BINDING:

It is agreed that this Contract and all the Covenants hereof shall insure to the benefit of and binding upon GWA and the Bidder respectively and his parties, successors, assignees and legal representative. Neither GWA nor the Bidder shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

It is hereby mutually agreed by and between the parties hereto that no mechanic, Bidder, subBidder, material man or other person can or will contract for or in any other manner have or acquire any lien upon the binding or works covered by this contract, or the land upon which the same is situated.

SECTION 10. GWA NOT LIABLE:

A. GWA, its officers, agents, employees and governing board assumes no liability for any accident or injury that may occur to the Bidder, Bidder's agents, employees, or to Bidder's property while on the job or otherwise en route to or from the job during any travel required by the terms of this agreement.

2. GWA, its officers, agents, employees and governing board shall not be liable to Bidder for any work performed by the Bidder prior to the written and signed approval of this Contract by the General Manager for GWA and the Bidder hereby expressly waives any and all claims for service performed in expectation of this agreement prior to its signature of the General Manager.

SECTION 11. NOTICES:

All notices between the parties shall be in writing and shall be deemed served when personally delivered or when deposited in the mail, registered or certified, first-class postage prepaid, addressed as follows:

To: **GUAM WATERWORKS AUTHORITY**
Miguel C. Bordallo, P.E.
GWA General Manager
688 Route 15,
Mangilao, Guam, 96913

To: **BIDDER**

SECTION 12. TERMINATION:

Section 12.1 – Termination For Default:

(1) Default. If the Bidder refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, GWA may notify the Bidder in writing of the delay or non-performance and if not cured in five (5) working days or any longer time specified in writing by the GWA, GWA may terminate the Bidder's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the GWA may procure similar services in a manner and upon terms deemed appropriate by the GWA. The Bidder shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar services.

(2) Bidder's Duties. Notwithstanding termination of the contract and subject to any directions from the GWA, the Bidder shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Bidder in which GWA has an interest.

(3) Compensation. Payment for completed services delivered and accepted by the government and GWA shall be at the contract price. GWA may withhold from amounts due the Bidder such sums as the GWA deems to be necessary to protect GWA against loss because of outstanding liens or claims of former lien holders and to reimburse the GWA for the excess costs incurred in procuring similar goods and services (including the provision of these goods and services by GWA personnel). In addition, in the event of a breach on the part of the Bidder, GWA shall be due liquidated damages in the amount of $4,500 per day to compensate GWA for the costs incurred by attributable to Bidder's delay, breach or non-performance.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-Bidder(s) of Bidder, the Bidder shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Bidder to make progress in the prosecution of the work hereunder which endangers such performance) if the Bidder has notified the GWA within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress due to such causes similar to those set forth above, the Bidder shall not be deemed to be in default, unless the services to be furnished by the Bidder (or sub-Bidder) were reasonably obtainable from other sources in sufficient time to permit the Bidder to meet the contract requirements. Failure of the Bidder (or sub-Bidder) to perform for reasons other than cited above shall constitute a default of the Bidder unless cured by Bidder with a reasonable time. Upon request of the Bidder, GWA shall ascertain the facts and extent of such failure, and, if GWA determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Bidder's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the GWA and the government of Guam under the laws of Guam.

(5) Erroneous Termination for Default. If, after notice of termination of the Bidder's right to proceed under the provisions of this clause, it is determined for any reason that the Bidder was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection C, below.

(6) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Section 12.2 – Termination For Convenience:

(1) Termination. GWA may, when the interest of the government so requires, terminate this contract in whole or in part, for the convenience of the government or GWA (including the provision of services by any sub-Bidder of the Bidder). GWA shall give thirty (30) days advance written notice of the termination to the Bidder specifying the part of the contract terminated and when termination becomes effective.

(2) Bidder's Obligations. The Bidder shall incur no further obligations in connection with the terminated work (except in the case of SubBidders where the Bidder is solely liable to GWA for their acts and/or non-performance or breach under this agreement) and on the date set in the notice of termination the Bidder will stop work to the extent specified. The Bidder shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Bidder shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. GWA may direct the Bidder to assign the Bidder's right, title, and interest under terminated orders or subcontracts to GWA. The Bidder must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Work Product. Upon termination of the contract for the convenience of the government or GWA or for any other reason, Bidder shall transfer title and deliver to GWA all documents and reports, plans, drawings, information and other material produced by Bidder or any of its sub-Bidders in connection with the performance of this contract. The Bidder shall protect and preserve property in its possession or in the possession of any of its sub-Bidders in which the GWA or the Government of Guam has an interest.

(4) Compensation.

(a) The Bidder shall submit a termination claim specifying the amount due because of the termination for convenience together with cost or pricing data to the extent required by § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Bidder fails to file a termination claim within one year from the effective date of termination, GWA may pay the Bidder, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) GWA and the Bidder may agree to a settlement provided the Bidder has filed a termination claim supported by cost or pricing data to the extent required by § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the

total contract price plus settlement costs reduced by payments previously made by the GWA and the contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (2) of this Paragraph, GWA shall pay the Bidder the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph:

(i) contract prices for services accepted under the contract;

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

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;

(iv) the reasonable settlement costs of the Bidder including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the Bidder under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Bidder reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

SECTION 13. SEVERABLE PROVISIONS:

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions. The terms of this Contract shall control in the event of any conflict between this Contract and any other document incorporated or referenced herein.

SECTION 14. GOVERNING LAW AND VENUE:

The validity of this agreement, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam. Moreover, any and all actions governing this agreement shall be brought in the Superior Court of Guam or the Guam District Court if applicable.

SECTION 15. OWNERSHIP OF DOCUMENTS:

All briefs, memoranda and other incidental Bidder work or materials furnished hereunder shall be and remain the property of GWA including all publication rights and copyright interests, and may be used by GWA without any additional cost to GWA.

SECTION 16. INDEMNITY:

Bidder agrees to save and hold harmless GWA, its board members, officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Bidder, Bidder's officers, agents (including sub-bidders), servants or employees under this Agreement.

SECTION 17. GENERAL COMPLIANCE WITH LAWS:

The Bidder agrees that Bidder is to comply with all Federal and territorial laws, rules, regulations and ordinances applicable to the work being performed hereunder. Bidder shall attach a copy of appropriate business license or an affidavit executed under penalty of perjury that indicates that Bidder is exempt under Guam law (must include legal citations proving exemption).

SECTION 18. ACCESS TO RECORDS AND OTHER REVIEW:

The Bidder, including his sub-bidders, if any, shall maintain copies of all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the Guam Waterworks Authority. All originals of any documents related to this Contract shall be provided to GWA as soon as possible, but not later than one day prior to the conclusion of this Agreement. Each subcontract by Bidder pursuant to this agreement shall include a provision containing the conditions of this Section.

SECTION 19. SCOPE OF AGREEMENT.

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to retaining the services of Bidder by the GWA and contains all of the covenants and terms between the parties with respect to such this project. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement and addenda will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and of the entire agreement, the signature of the General Manager for the Guam Waterworks Authority (or his designee) is the only signature that will bind the GWA.

SECTION 20. RESPONSIBILITY OF BIDDER.

In addition to the other requirements set forth in the bid and this Contract, the Bidder shall be responsible for the professional and technical accuracy of all work and materials furnished under

this contract. The Bidder shall, without additional cost to GWA, correct or revise all errors or deficiencies in his/her work.

GWA's review, approval, acceptance of, and payment for goods, fee, or for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the Bidder's failure of performance of this contract and the Bidder shall be and remain liable to the GWA for all costs of any kind which may be incurred by the GWA as a result of the Bidder's negligent or erroneous performance of any of the services performed under this contract. GWA shall continue to remain liable for its own negligent acts and those of its employees and its failure to perform as provided under this agreement.

SECTION 21. CHANGE ORDERS.

By written order, at any time, and without notice to Bidder's surety, GWA may, subject to all appropriate adjustments, make changes within the general scope of work of this Contract in any one or more of the following:

1. Drawings, designs or specifications, if the supplies, goods or services to be furnished are to be specifically manufactured for GWA in accordance therewith;
2. Method of shipping or packing; or
3. Place of delivery.

If any such change order increases or decreases the Bidder's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Contract.

Failure of the parties to agree to an adjustment shall not excuse the Bidder from proceeding with the Contract as changed, provided that GWA promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the Bidder shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

Within 30 days after receipt of a written change order, unless such period is extended by GWA in writing, the Bidder shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Bidder's claim unless GWA is prejudiced by the delay in notification. No claim by the Bidder for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Contract.

In the absence of such a change order, nothing in this clause shall be deemed to restrict the Bidder's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled "Claims Based on Acts or Omissions by GWA" of this Contract.

SECTION 22. STOP WORK ORDERS.

GWA may by written order to the Bidder, at any time, and without notice to any surety, require the Bidder to stop all or any part of the work called for in the Contract. This order shall be for a

specified period not exceeding ninety (90) days after the order is received by the Bidder, unless the parties agree to any longer period. Upon receipt of the order, the Bidder shall comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties have agreed, GWA shall either cancel the work order or terminate the work covered by the order as provided under the Termination for Default or Termination for Convenience Clauses contained in this contract.

If a stop work order issued under this clause is cancelled at any time during the period specified in the order, of the period of the order or any extension thereof expires, the Bidder shall have the right to resume work. An appropriate adjustment shall be made to the delivery schedule or Bidder only if: (a) the stop work order results in an increase in the time required for performance or the Bidder's cost; **and** (b) if the Bidder asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if GWA decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract. If a stop work order is not cancelled and the work covered by the order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed pursuant to the price adjustment clause of this Contract.

SECTION 23. CLAIMS BASED ON ACTS OR OMISSIONS BY GWA.

If any action or omission on the part of GWA requiring performance changes within the scope of the contract constitutes the basis for a claim by the Bidder for additional compensation, damages, or an extension of time for completion, the Bidder shall continue with performance of the contract in compliance with the directions or orders of GWA, but by so doing, the Bidder shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(a) the Bidder shall have given written notice to GWA:

(i) prior to the commencement of the work involved, if at that time the Bidder knows of the occurrence of such action or omission;

(ii) within 30 days after the Bidder knows of the occurrence of such action or omission, if the Bidder did not have such knowledge prior to the commencement of the work; or

(iii) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that the Bidder regards the act or omission as a reason which may entitle the Bidder to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such

omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

(b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the Bidder believes that additional compensation, damages, or an extension of time may be remedies to which the Bidder is entitled; and

(c) the Bidder maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
Nothing herein contained, however, shall excuse the Bidder from compliance with any rules of law precluding any GWA official or its Bidders from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

SECTION 24. EFFECTIVE DATE OF THIS CONTRACT.

This agreement shall take effect upon the date it is signed by both the General Manger and the Bidder and the date of this agreement shall be when the General Manager affixes his signature.

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IN WITNESS WHEREOF the parties hereto have executed this contract as of the day and year first written.

GUAM WATERWORKS AUTHORITY:	**BIDDER:**
_____	_____
Miguel C. Bordallo GWA General Manager	Bidder's Authorized Representative
Date:_____	Date:_____
Certified Funds Available:	Approved as to Form:
_____	_____
Certifying Officer Guam Waterworks Authority	Kelly O. Clark General Counsel, GWA

Date:_____ Date:_____

Guam Business License or Certificate of Authorization No.:: _____.

Contract No.: _____ Vendor No.:_____

Contract Amount: _____ Certifying Officer: _____

Amount Certified: _____ Date:_____

Source of funding:_____

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CORPORATE OR PARTNERSHIP CERTIFICATION
AS TO AUTHORIZATION TO BIND

I, _____certify that I am the Secretary of the corporation or managing partner named as Bidder herein; that _____ who signed this contract on behalf of the Bidder, was then _____ of said corporation/partnership by authority of said corporation of its governing body, and is within the scope of its corporate/partnership powers to bind said corporation/partnership to the terms and conditions of this Contract.

Signed:_____
Corporate Secretary

Date:_____

(CORPORATE/PARTNERSHIP SEAL)

* * * * * * * **END OF CONTRACT** * * * * * * *