Speaker's Office <speaker@guamlegislature.org>

M&C Fwd: CCU MATTER: CCU MEETING FEBRUARY 21, 2020 / MEETING PACKETS, MINUTES AND RESOLUTIONS

1 message

Speaker's Office <speaker@guamlegislature.org>
To: Clerks Office <clerks@guamlegislature.org>
Cc: Rennae Meno <rennae@guamlegislature.org>
Bcc: Tina Muna Barnes <tinamunabarnes@gmail.com>

Tue, Feb 25, 2020 at 12:24 PM

02-24-20	1:53 PM	02-21-20	Regular Board Meeting held on February 21, 2020.*	Consolidated Commission on Utilities	35GL-20-1587

Sinseru yan Minagåhet,

Office of the Speaker • Tina Rose Muña Barnes
Committee on Public Accountability, Human Resources & the Guam Buildup

35th Guam Legislature
I Mina'trentai Singko na Liheslaturan Guåhan

Guam Congress Building | 163 Chalan Santo Papa | Hagatna, GU 96910
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35GL-20-1587
Speaker Tina Rose Muña Barnes

FEB 2 4 2020
Time 1:53 ( )AM (X)PM
Received By: Matt

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Gumai pribilehu yan konfedensia este siha na mensåhi. Solo espesiåtmente para hågu ma entensioña pat ma aturisa para unrisibi. Sen prubidu kumu ti un ma aturisa para manribisa, na'setbe, pat mandespåtcha. Yanggen lachi rinisibu-mu nu este na mensåhi , put fabot ago' guatu gi I numa'huyong gi as speaker@guamlegislature.org yan despues destrosa todu siha I kopian mensåhi. Si Yu'os ma'åse'.

---------- Forwarded message ---------
From: **Bernadette Lou Sablan** <l.sablan@gpagwa.com>
Date: Mon, Feb 24, 2020 at 1:53 PM
Subject: CCU MATTER: CCU MEETING FEBRUARY 21, 2020 / MEETING PACKETS, MINUTES AND RESOLUTIONS
To: Lou Leon Guerrero (governor@guam.gov) <governor@guam.gov>, GUAM LEGISLATURE (speaker@guamlegislature.org) <speaker@guamlegislature.org>
Cc: Lisa Dames - Governor's Office (eliza.dames@guam.gov) <eliza.dames@guam.gov>, Shamra Chargualaf (shamra.chargualaf@guam.gov) <shamra.chargualaf@guam.gov>

2020 FEB 25 PM 12:28

Dear Governor & Speaker:

To comply with P.L. 31-233, please find the following documents related to the CCU Meeting on Feb. 21, 2020:

They include:

1. CCU Board Books [meeting packet]
2. Minutes of 2/11/20 – approved at this meeting
3. GPA and GWA Resolutions - ratified at this meeting

Respectfully,

B. Lou Sablan

Board Secretary

Consolidated Commission on Utilities

Admin Asst., Legal Counsel, GPA

GLORIA B. NELSON PUBLIC SERVICE BLDG.

3RD Floor, Executive Division

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Website: http://guamccu.org/

http://guampowerauthority.com/

http://guamwaterworks.org/

8 attachments

image001.gif
1K

1587

CCU 2.21.20E.pdf
8541K

2.11.20 Minutes_Special.pdf
390K

Resolution 2020-01 NEM Policy re Energy Storage Solution [ESS] for New NEM Solar PV & Wind Turbine Customers.pdf
186K

Resolution 2020-05 Condominium Rate Schedule [Cost of Service Change of Rate].pdf
109K

Resolution 2020-06 Procurement of Contractor for Bulk Supply or RFO No6.pdf
522K

Resolution 13-FY2020 Relative to Modernization of the GWA Enterprise Resource Planning System.pdf
102K

Resolution 16-FY2020 Change Order No2 Rte4 Relief Sewer Line Rehab and Replacement Projects .pdf
3245K

Doc. No. 35GL-20-1587.

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., February 21, 2020

AGENDA

1. CALL TO ORDER

2. APPROVAL OF MINUTES

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

4. GWA
   - 4.1 GM Report
   - 4.2 Financials
   - 4.3 Resolution No. 13-FY2020 Relative to Authorizing the Modernization of the Guam Waterworks Authority Enterprise Resource Planning System
   - 4.4 Resolution No. FY16-2020 Relative to Approval of Change Order No. 2 for the Route 4 Relief Sewer line Rehabilitation and Replacement Projects S15-006-EPA

5. GPA
   - 5.1 GM Report
   - 5.2 Financials
   - 5.3 Resolution 2020-01 NEM Policy Requiring Installation of ESS for New NEM Solar PV & Wind Turbine Customers
   - 5.4 Resolution 2020-05 Cost of Service Change of Rate
   - 5.5 Resolution 2020-06 Contract for Bulk Supply of Residual Fuel Oil NO. 6

6. OTHER DISCUSSION

7. ANNOUNCEMENTS
   - 7.1 Next CCU Meetings: GWA WS – Mar 17; GPA WS – Mar 19; CCU Mtg – Mar 24

8. EXECUTIVE SESSION
   - 8.1 Litigation Matter
   - 8.2 Personnel Matter

9. ADJOURNMENT

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

Special Board Meeting
CCU Conference Room, Gloria B. Nelson Public Service Building
5:30 p.m., February 11, 2020

MINUTES

1. CALL TO ORDER

The CCU Chairman called the CCU SPECIAL MEETING of February 11, 2020 to order at 5:30 p.m. He said all five (5) Commissioners were present. Others in attendance include:

Commissioners:	
Joseph T. Duenas	CCU Chairman
Francis E. Santos	CCU Vice Chairman
Michael T. Limtiaco	CCU Secretary
Judith P. Guthertz	CCU Treasurer
Simon A. Sanchez	Commissioner
Executive Mgmt.:	
Miguel Bordallo	GM / GWA
John Benavente	GM / GPA
Melinda Mafnas	AGMO / GPA
John Cruz	AGMET / GPA
Tricee Limtiaco	AGMA / GPA
John Kim	CFO / GPA
Taling Taitano	CFO / GWA
Kelly Clark	Legal Counsel / GWA
Graham Botha	Legal Counsel / GPA
Management & Staff:	
Sandi Perez	Personnel Services Administrator
Patti Diego	Communications Mgr [A] / GPA
Vien Wong	IT / GPA
Joyce Sayama	Mgmt. Analyst / GPA Ex.Office
Lou Sablan	Board Secretary / CCU
Guests:	
Vince Leon Guerrero	Outside Legal Counsel

2. COMMUNICATIONS

2.1 Public Comments

There was no public comment.

3. CCU

3.1 OPA Audit on Past Actions Regarding Pay Adjustments

The Chairman said that this meeting has been noticed and is being held to address any potential issues regarding pay adjustments to Guam Power Authority and Guam Waterworks Authority employees that were discussed and decided in executive session. To resolve these issues once and for all, the Commission is going to use procedure to provide a remedy for the defective meetings and finalize the salary adjustments in open session.

He said a line of cases out of the Alaska Supreme Court have interpreted an open government statute nearly identical to Guam's Open Government Law 5 GCA Chapter 8. These instructive cases present a well-reasoned guideline for governmental bodies wishing to rectify earlier decisions that were found to be flawed due to a procedural or other defect. The ultimate goal in the application of the guideposts set out in the case law is to promote public participation and input into the operation of this Commission.

He added, for the meetings we will reconstruct tonight the Commission will provide for a substantial reconsideration of the original decision in a properly noticed and open meeting - that's what we are having tonight. The reconsideration will be full, fair and when possible, a reconstruction of the status quo or conditions surrounding the decision to be remedied.

And, he continued, with respect to the earlier decisions that were determined to be sufficiently flawed to be void, there are 6 meetings that we will hold *de novo*. These meetings reflect decisions affecting only those employees that are currently employed by GPWA.

Further he said, the meetings to be reconstructed or held *de novo* and affecting only those employees who are still employed by GPA and GWA. They are: July 23, 2015, Sept 22, 2015, Dec 10, 2015, April 26, 2016, May 24, 2016, Feb. 21, 2017 and Aug 28, 2018.

He added that under government code there is a limitation of 3 years on actions which can be initiated to recover, Section 338, Subsection D, Civil Procedures of Guam provides that the time for commencement of actions is three years where there is a mistake.

MEETING OF JULY 23, 2015
In the meeting on July 23, 2015, it appears the discussion of salary was in open session. However, the OPA believes the session was executive in nature. To err on the side of caution, the Commission will now address the hiring of John Benavente as General Manager of GPA at the salary of $225,000. This salary is commensurate with stateside combined power and transmission companies in the value and sales range of GPA and in reality, is a little on the low side.

Comm. Sanchez moved to hire John Benavente at $225 per annum for the position of General Manager for the Guam Power Authority, second by Comm. Santos.

In discussion Comm. Sanchez said that Mr. Benavente was replacing Mr. Joaquin Flores who had retired from service at GPA and Mr. Benavente was hired, at that time, to take over as the new General Manager. He clearly had the demonstrated experience and background and previously served the CCU running both GPA and GWA. He was highly qualified having been a previous General Manager and fully knowledgeable of the work that was done under the previous General Manger. He was the best candidate to take over the work and for this reason was hired to replace former General Manager Flores at the salary of $225K

Comm. Duenas added that Mr. Benavente came along at a time where we needed to move forward with negotiations with USEPA concerning Clean Air Act violations at Cabras 1&2 as well as Cabras 3&4 and 8&9.

Comm. Sanchez further added that he helped implement the Integrated Resource Plan [IRP] which required GPA to add solar capacity to be in compliance with the public law passed by former Speaker Ben Pangelinan which set the renewable portfolio standard. He was instrumental and helped to set the renewable generation assets and continues to work on this. We are now we in position to have almost 185 MW of solar power.

Comm. Limtiaco said he was not a commissioner at the time and has nothing to add to help reconstruct this meeting.

Comm. Guthertz said she too was not a member either but would like to hear a little more regarding John Benavente. She said she has experience with Mr. Benavente during her earlier tenure on the CCU. Shortly after the CCU was created, a typhoon hit the island and the entire island lost power. The damage was excessive and John Benavente was very instrumental in restoring power to the island. Mr. Benavente was able to reconstruct the power system under very difficult, limited resource conditions. His responsiveness to the community was excellent and she does not have any questions regarding his professionalism and his management ability. She had the opportunity to witness John Benavente in action and supports this measure

Comm. Duenas said that for those commissioners who were not present at the meeting in question, it is certainly understandable if they abstain from voting but still encourage then to comment

Comm. Limtiaco said the purpose of this meeting is to reconstruct the past meeting but because he was not present at the meetings in question how is he supposed to give feedback or participate. He asked Legal Counsel guidance on this matter. Counsel Clark responded that he would listen to what was said about Mr. Benavente by other Commissioners at that time and make his decision based on that.

Comm. Limtiaco said that being the case, he would need for those who were present to give feedback such as what led to that decision so he can base his own decision. All Commissioners agreed.

Comm. Sanchez further added that the CCU conducted a search at the time and Mr. Benavente was one of the candidates being considered. It was determined that he was the most qualified candidate with vast experience and intimate knowledge of where GPA was at the time.

Comm. Guthertz said she was involved with the hiring of Mr. Benavente at the onset during her tenure with the very first CCU and said she supports this action.

On the motion the Chairman called for the vote via roll call. The vote was unanimous – Comm. Sanchez – yes, Comm. Limtiaco – yes, Comm. Santos – yes, Comm. Guthertz yes and Chairman Duenas voted yes.

MEETING OF SEPTEMBER 22, 2015

Comm. Duenas said that the Board met on Sept. 22, 2015 to hire a new Chief Financial Officer for GPA namely Mr. John Kim, to be hired within the advertised salary range at $135,000. He also negotiated a one-time salary increase of $5000 for additional work, namely if he was able to get certain credit card payment operations up and running within a year of his hiring. Comm. Duenas said the chair is open for a motion.

Comm. Sanchez said he moves to hire Mr. John Kim who was hired to replace former GPA CFO Randy Wiegand after a competitive search, duly & properly advertised at that time, at a base salary of $135,000 and upon completion related to his success relative to the ability to obtain credit card payments from ratepayers at a significant savings to both the authority and to the ratepayer, he would receive an additional $5000 if he completes the project within one year from being hired for a total salary of $140,000, second by Comm. Santos.

Comm. Sanchez said he believes GPA is the first and only government agency that can accept credit cards with just a flat fee rather than a percent of the transaction. This allows savings to both the ratepayers and the authority.

Comm. Duenas said what John Kim was able to negotiate a single transaction fee of $1.60 per transaction versus 3% per transaction – a huge savings to ratepayers.

Comm. Sanchez said this helped to improve GPA's cash flow because the Authority was able to access these payment on a timely basis and at a lower cost.

Comm. Duenas added that John Kim was able to further this to include commercial payments at the single fee transaction fee as well. Before this, commercial accounts were not able to pay their bills using a credit card because the fee was based on a percentage of the total bill which was extremely high. It was mentioned that the single transaction fee was also replicated with all GWA payments as well.

Comm. Limtiaco asked how many ratepayers there were at GPA. GM Benavente said there are 52,000 ratepayers at GPA. Commissioner asked what the average power bill and the GM said based on 1,000 kWh or $250 per month. It was determined that based on this figure this single fee of $1.50 per transaction translates to a 50% savings for ratepayers.

On the motion, the chairman called for the vote via roll call. Comm. Santos – yes; Guthertz – yes, Sanchez – yes, Limtiaco – yes and Chairman Duenas voted yes.

APRIL 26, 2016 MEETING
At the meeting of April 26, 2016, an increase in pay was discussed and voted on for GPA's staff attorney Graham Botha from $108,000 to $130,000 which is in line with comparative positions in the federal and the Guam legal community. The Chairman asked for a motion.

Comm. Sanchez moved to set the pay for GPAs Staff Attorney Graham Botha $130k as of the period April 26, 2016; second by Comm. Santos.

Comm. Santos said the CCU is allowed by the legislature via the Competitive Wage Act to migrate the pay of GPA and GWA employees based on a wage survey that is done nationally and at that time it was determined that Mr. Botha's salary was significantly below the 20th percentile and in order to continue the CCU's policy of attracting and attaining qualified employees his salary was increased from $108,000 to $130,000.

The Chairman called for the vote via roll call – Comm. Limtiaco – yes, Sanchez – yes, Santos – yes, Guthertz – yes and he Comm. Duenas – yes.

MAY 24, 2016 MEETING
On May 24, 2016 the Board discussed setting the salary of the Board Secretary by $2,000. There was a long discussion of comparable positions in the unclassified sector of the government and the fact that she had received no increment raises for two years. The Chairman called for a motion.

Comm. Sanchez motioned to set pay as of May 24, 2016 for Bernadette Lou Sablan, the single board secretary of the Consolidated Commission on Utilities to $72, 012, second by Comm. Santos.

Comm. Sanchez said when he and Comm. Guthertz first started on the CCU there were 2 separate board secretaries, Ms. Sablan was one of them and there was a second employee with combined salaries of over 100k

per year. When Bernadette Lou Sablan showed her strong abilities not just for GPA and was also able to pick up the load for GWA her skillset allowed CCU to combine both under one secretary saving $30k per year. The other employee applied for another position at GWA and was kept doing the other job.

Comm. Duenas added that Ms. Sablan was the one who worked with the CCU to get Board Books online saving on the cost on paper.

Comm. Sanchez said that she has been on board since the first CCU. She took over both utilities and the CCU and performed the job exceptionally doing two levels of work at the lower cost of having 2 board secretaries.

Comm. Limtiaco asked about the pay scale that was considered for the last position. He heard the justification that the board secretary was doing 2 secretarial positions but what was the consideration on the pay scale?

Comm. Sanchez responded that it was over the $100k to pay for two secretaries - $55-60k for GPA and $55-60k for GWA. The collective decision at the time and given her strong abilities it made sense to combine it under one person – Ms. Sablan and pay her to do 2 different jobs at a lower cost than hiring 2 different people.

It was mentioned that Ms. Sablan had taken over both secretarial positions toward the end of the 1st CCU and long before May 2016. This adjustment was to also recognize her abilities through the years.

On the motion, the Chairman called for the vote via roll call. The vote was Comm. Limtiaco – yes. Sanchez – yes, Santos – yes, Guthertz – yes and Chairman Duenas voted yes.

FEBRUARY 21, 2017 MEETING
On February 21, 2017, the executive session was about hiring a new AGMA for GPA, Ms. Tricee Limtiaco. The salary suggested of $128,222 and was within the advertised range at the time. The Chairman asked for a motion.

Comm. Sanchez motioned to hire Ms. Beatrice Limtiaco, Asst. General Manager of Administration as of February 22, 2017 at $128,222 per year, second by Comm. Santos.

Comm. Limtiaco said he would like to disclose a conflict of interest - he is married to Ms. Beatrice Limtiaco and would like the Commissions consideration to abstain from any discussion and to be recused from voting. Chairman Duenas said that is perfectly proper.

Comm. Guthertz said she distinctly recalled during review and selection process for this position, the strong recommendation from the General Manager that she was an extremely strong candidate with organizational and leadership skills and the ability to understand numbers and the importance of data analysis. She was and is strongly in support this hiring and supports this motion.

Comm. Sanchez said this position was advertised and there was a significant number of applicants. Ms. Limtiaco was determined the most qualified. She has an understanding of operations, legal and administrative procedures and this combination together with public and private experience gives her 2 skillsets. She has both which makes her the most qualified applicant.

The Chairman called for the vote via roll call – Comm. Sanchez – yes, Comm. Santos – yes, Comm. Guthertz – yes and Chairman Duenas vote yes and recognizes the recusal of Mr. Limtiaco. The vote was 4yes /1 abstention

The Chairman said also on February 21, 2017 the Commission voted to hire Mr. John Cruz as Asst. General Manager of Engineering and Technology Services at a salary of $145,000.

Comm. Sanchez motioned to hire John Cruz for the Asst. General Manager of Engineering and Technology at salary of $145, second by Comm. Santos.

Comm. Sanchez said John Cruz was instrumental in setting the renewable portfolio standards with strong back ground in planning. He was very instrumental in setting the plan for public private partnership that emerged to our solar partnership such as the Dan Dan Project. In addition, setting parameters for the bid and all the bids that were subsequently awarded - over $140MW to include the batteries that are soon to be coming online. He has a very strong background in engineering and planning. He is clearly identified as a key player to move forward with the Integrated Resource Plan [IRP] and all the diversity of generation and grid management which has come to fruit and bear with GPA as we migrate from just being a power company that generates energy through oil/fire generation to a power company that generates power through a number of different ways. John Cruz helps to manage relationship with private citizens - 2600 making their own solar energy, managing net metering and how to think about it. He was very instrumental in setting those policies

Comm. Duenas said John Cruz was instrumental in obtaining a matching grant for Smart Grid $132M - $16M from GPA and $16M from the ARRA grant

Comm. Limtiaco asked during the time of this hiring was the pay scale considered and was it within range or outside the range what was the justification of setting his pay

Comm Duenas said during that time the pay was within the range that was set. The range was set because of all the factors that were enumerated.

Comm. Guthertz acknowledged this selection - his exceptional analytical ability his skill with data and numbers, projecting future activity based on analytical data and technical expertise.

On the motion the vote was by roll call – Comm. Limtiaco – yes, Sanchez – yes, Santos – yes, Guthertz – yes and Chairman Duenas voted yes.

Also on Feb.21, 2017 the Board discussed setting the salary of the Asst. General Manager of Operations Melinda Mafnas at $140,000.

Comm. Sanchez motioned that the Asst. General Manager of Operations Ms. Melinda Mafnas be paid $140,000, second by Comm. Santos.

Comm. Sanchez said the biggest achievement attributed to Ms. Mafnas was the handling of the explosion at Cabras. She inherited a bad situation at the Cabras plants. Ms. Mafnas was instrumental to keep network of generation online with minimal interruption. She had to manage the whole interface and it was probably the most difficult / critical time. She managed the process to work with large power users and she was key in keeping the lights on.

Comm. Duenas said he echoes the comments made by Comm. Sanchez. Critical to our operation it's easy to do good when things are going great and the signs of a good organizer is more evident when things go wrong.

Comm. Guthertz said Ms. Mafnas was instrumental in assisting our sister island to get power back after the storm by organizing and deploying GPA's resources to assist.

Comm. Limtiaco again asked if the pay scale was brought into consideration at that meeting and was it within range, below or above?

Comm. Simon confirmed that the pay scale was in the range of the 20th percentile

The Chairman called for the vote via roll call – Limtiaco – yes, Sanchez – yes, Santos – yes, Guthertz – yes and Chairman Duenas – yes. The yes vote was unanimous.

AUGUST 28, 2018 MEETING
The Chairman said on August 28, 2018, the board met and discussed the salary of GWA's Asst. General Manager of Compliance / Safety. He asked for a motion.

Comm. Sanchez motioned to approve the salary increase for the GWA Asst. GM of Compliance and Safety, Mr. Paul Kem at $126,000, second Comm. Francis Santos.

Comm. Sanchez said that Mr. Paul Kemp came on board shortly after the CCU was formed. He was essential to the performance of GWA. He has a strong chemical background and interface with compliance and with the consent decree. GWA was never placed in receivership and way on our way to complete the first Consent Decree and continues to work with the USEPA amicably.

Comm. Duenas noted for the record the salary set was within the CTP pay scale.

On the motion, Chairman Duenas called for the vote via roll – Comm. Limtiaco – yes, Sanchez – yes. Santos – yes, Guthertz – yes and Chairman Duenas voted yes. The yes vote was unanimous.

Also on Aug 29. 2018, the Commission set the pay for GWA Asst. CFO Gilda Mafnas for the Asst. CFO

Comm. Sanchez motioned to set the pay for GWA's Asst. Chief Financial Officer, Gilda Mafnas at $113,484.80 second by Comm. Santos.

Comm. Sanchez said as the Asst. CFO, Ms. Mafnas demonstrated early on the ability to assist the CFO's to complete goals and objectives for GWA Finance. At one point we only had one CFO for both power and water and she managed to assist and maintain as the ghost CFO for GWA. Ms. Mafnas as a strong private sector background and her pay scale was within those set by the Competitive Wage Act. Ms. Mafnas is right hand to the CFO's and was very instrumental in the development of all of GWA's rate cases

Comm. Duenas added that Ms. Mafnas also had to do some prior rate increases too so her experience is vast. Comm. Sanchez said his level of involvement dropped off significantly when Ms. Mafnas took over.

Comm. Limtiaco said based on OPA audit the range is 99K to 103K so what was the justification to move her to $113k?

Comm. Sanchez responded that the main justification was her work on the design of the rate plan to borrow the bond money. It was a critical period for GWA. We had to be able to demonstrated to USEPA, the financial market and the CCU and ratepayers that we could design a rate plan that would not overburden the ratepayers yet provides the cash flow necessary to borrow significant amounts. She worked well with supporting CFO's to explain to the GM's the rationale behind the rate plans. GWA had little history of going to the bond market so she was very instrumental. She relieved me and the board of having to work on presentations, spread sheets, data analysis and other financial processes and documentation to support our request.

Comm. Duenas said that prior to CCU, didn't have any debt. There was general obligation debt that the agency incurred. There was CFO Randy Wiegand and now Greg Cruz and the common thread was Ms. Mafnas.

The Chairman called for a vote by roll all – Comm. Limtiaco – yes, Sanchez – yes, Santos – yes, Guthertz – yes and Chairman Duenas voted yes. The vote was unanimous.

Chairman Duenas said that also on August 29, 2018 the Commission set the pay for GWA Controller Sandra Santos at $93,932.80.

Comm. Santos moved that the Commission set pay for Sandra Santos, GWA Controller at $93,932.80, second by Comm. Santos.

Comm. Sanchez said Ms. Santos played a similar role in supporting and assisting the Asst. CFO Mafnas and the CFO/s. The controller is responsible for the day to day check book, management of cash flows in and out, auditing of the utilities. It is a very critical position and she performed this job very well for many years that it is easy to support this request.

Comm. Guthertz said the performance of Ms. Santos is consistent with her work as a former student and supports this recommendation.

The Chairman asked if there were other comments; there being none, he asked for the vote by roll call. Comm. Sanchez – yes, Santos – yes, Guthertz – yes, Limtiaco – yes and Chairman Duenas voted yes. The vote was unanimous.

4. ANNOUNCEMENTS

4.1 Next CCU Meetings:

The Chairman said that the next CCU meeting would be a work session for GWA on Feb. 18, a work session for GPA on Feb. 20 and the regular CCU meeting on Friday, Feb. 21 rather than Tues., Feb. 25.

5 ADJOURNMENT

There was no further business to bring before the Commission.

Comm. Sanchez motioned to adjourn the meeting, second by Comm. Santos. There was no objection and the meeting adjourned at 6:19 p.m.

\\s\\
Bls

Attested

_____ _____

JOSEPH T. DUENAS, Chairman MICHAEL T. LIMTIACO Secretary

GUAM WATERWORKS AUTHORITY

Management Report
GPWA CCU Board Meeting, February 21, 2020

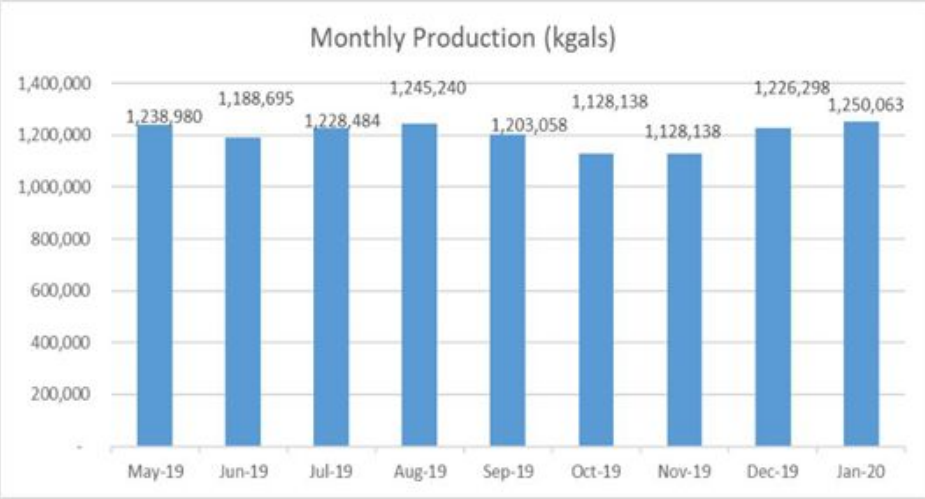


Operations Update

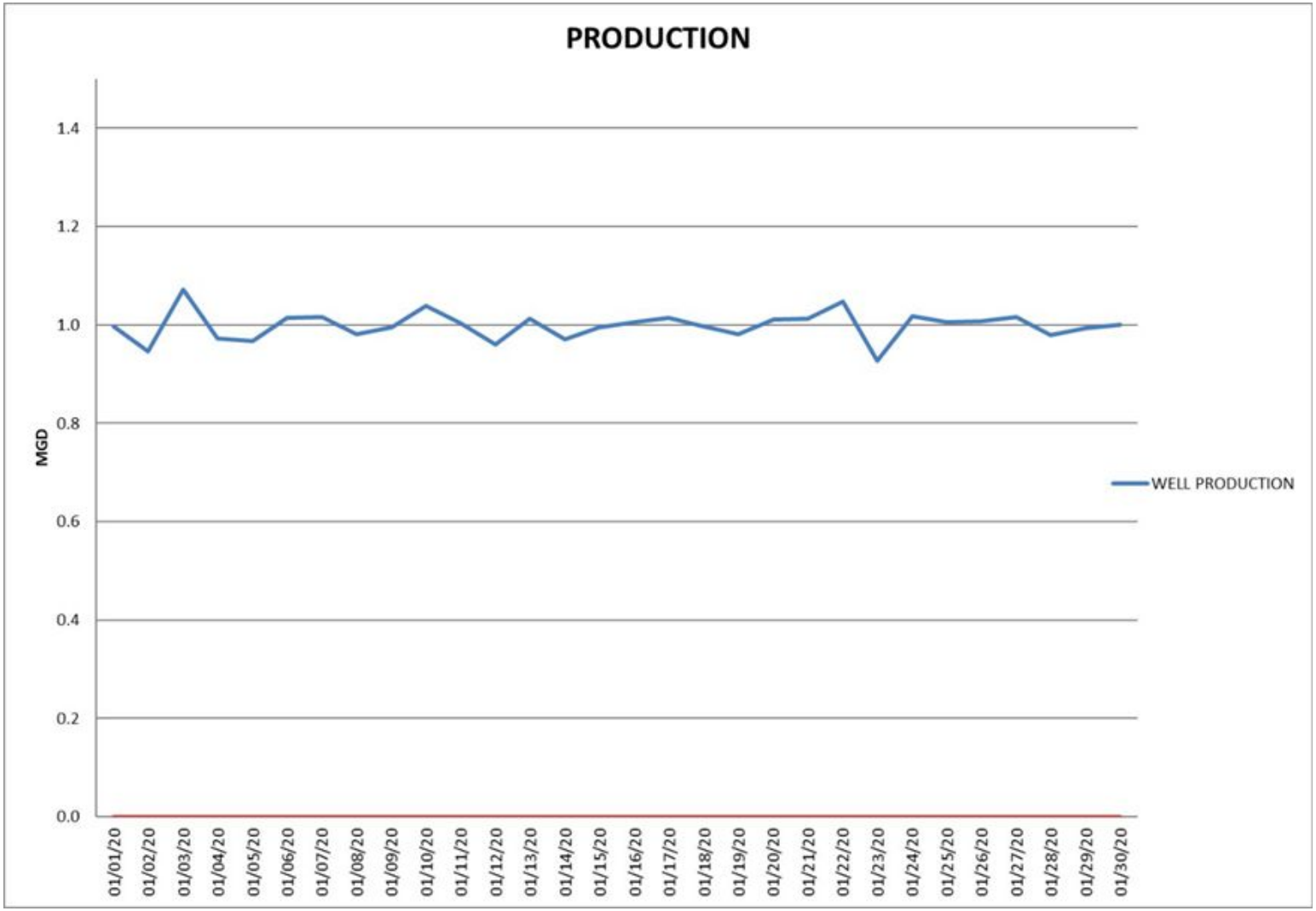
Production (January 2020)

Monthly Production Summary - January 2020					
Deep Wells				36.7	MGD
	Active wells =	96	of 120		
	Avg days in operation =	31	days		
	Total Production =	1,137,530	Kgals		
Springs				0.34	MGD
	Avg days in operation =	31	days		
	Total Production =	10456	Kgals		
Ugum Surface Water Plant				2.3	MGD
	Avg days in operation =	31	days		
	Total Production =	71,110	Kgals		
Tumon Maui Well				1.00	MGD
	Avg days in operation =	31	days		
	Total Production =	30,967	Kgals		
		1,250,063	Kgals	40.3	MGD

DW Status as of 1/31/2020		
Active	96	
Grounded motor or Pump Failure	7	A26-D03-D08-D19-D20-F06-M17A
Out of commission	8	A02-A07-A28-D05-D13-M14-MJ01-MJ05
Temporarily Secured	4	A23-A25-A32-F10
Standby	5	A10-A29-F05-F16-M12
TOTAL	120	

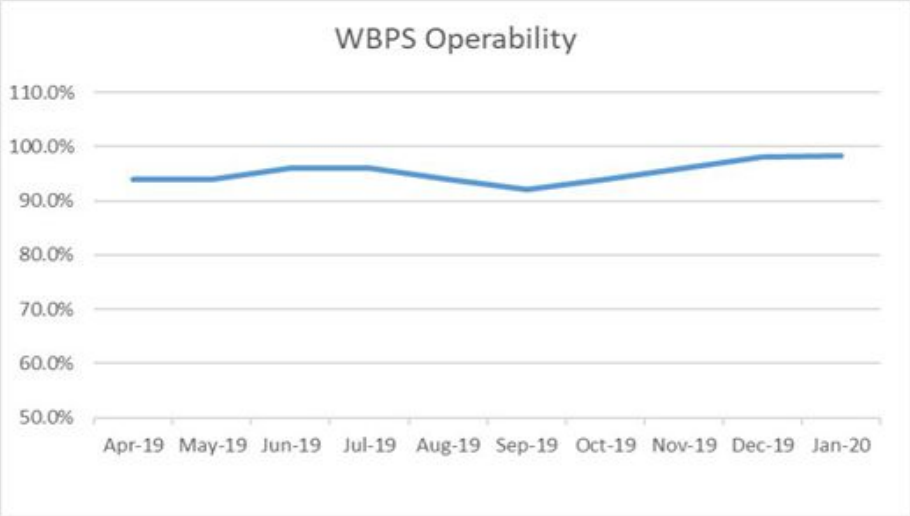


Tumon Maui Well Production (January 2020)

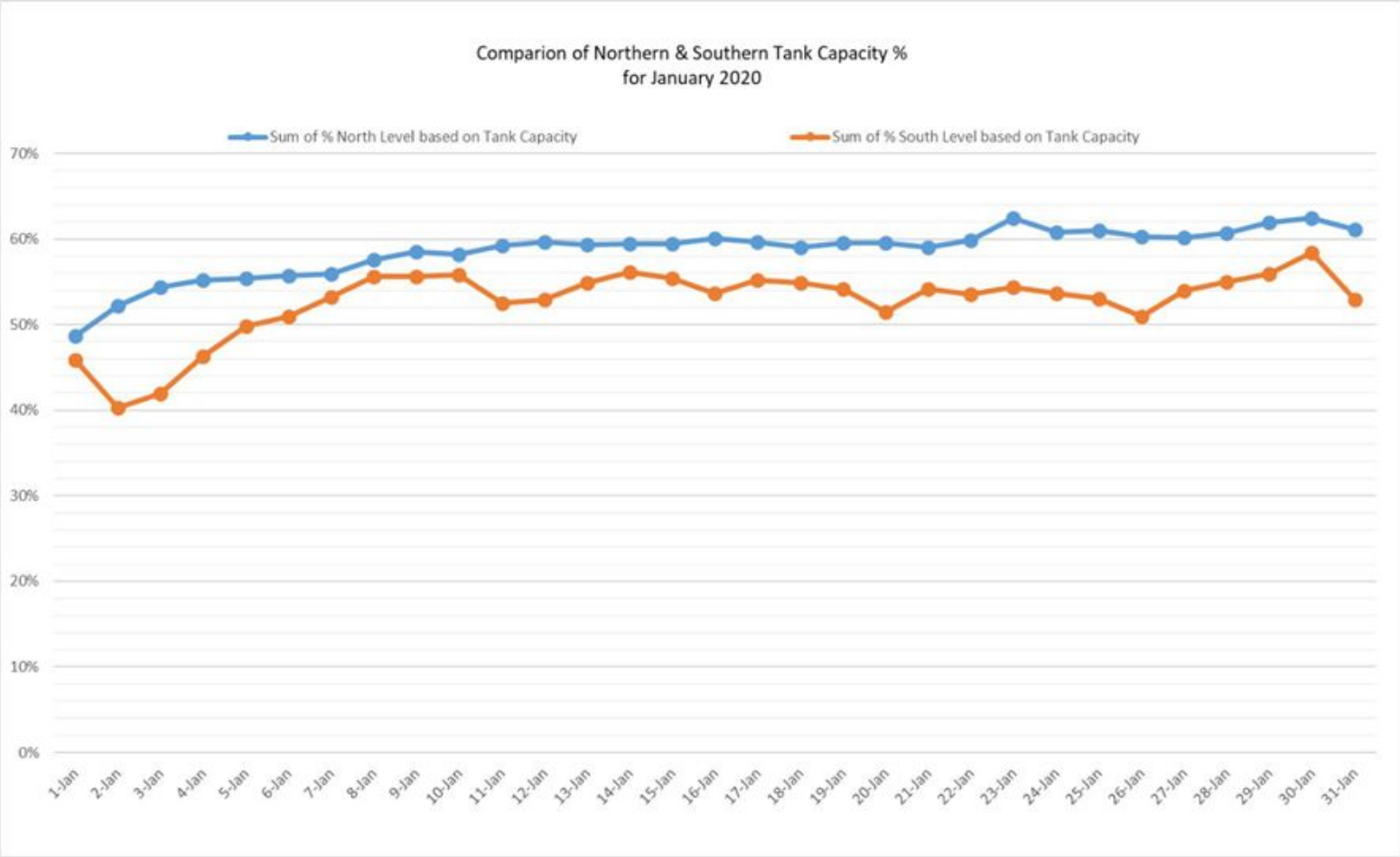


Distribution (January 2020)

Monthly Distribution Summary - January 2020					
Water Booster Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	13	26	25	96.2%
	Central	7	15	15	100.0%
	Southern	7	15	15	100.0%
		27	56	55	98.2%



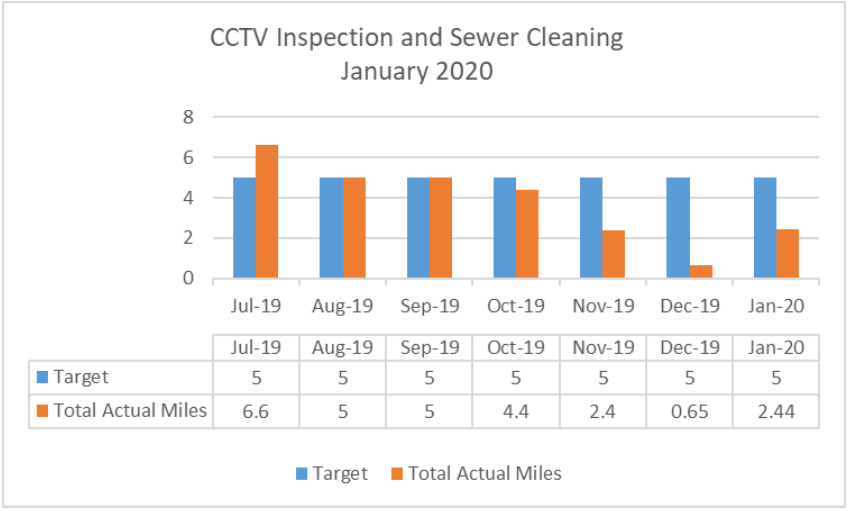
Distribution – Tank Levels (January 2020)



Wastewater Collections (January 2020)

Monthly Collections Summary - January 2020					
Wastewater Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	22	52	42	80.8%
	Central	29	63	54	85.7%
	Southern	27	58	53	91.4%
		78	173	149	86.1%





	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20
Target	5	5	5	5	5	5	5
Total Actual Miles	6.6	5	5	4.4	2.4	0.65	2.44

Wastewater Collections –Cleaning/Jetting (January 2020)

Asan



Wastewater Collections –Cleaning/Jetting (January 2020)

Piti



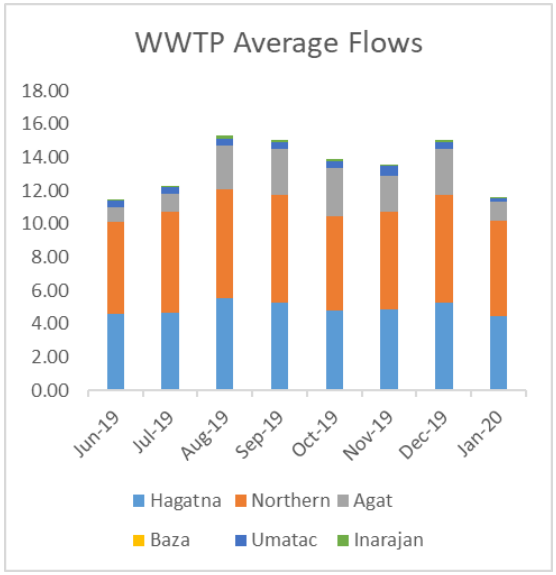
Wastewater Collections –Cleaning/Jetting (January 2020)

Hyundai, Santa Rita



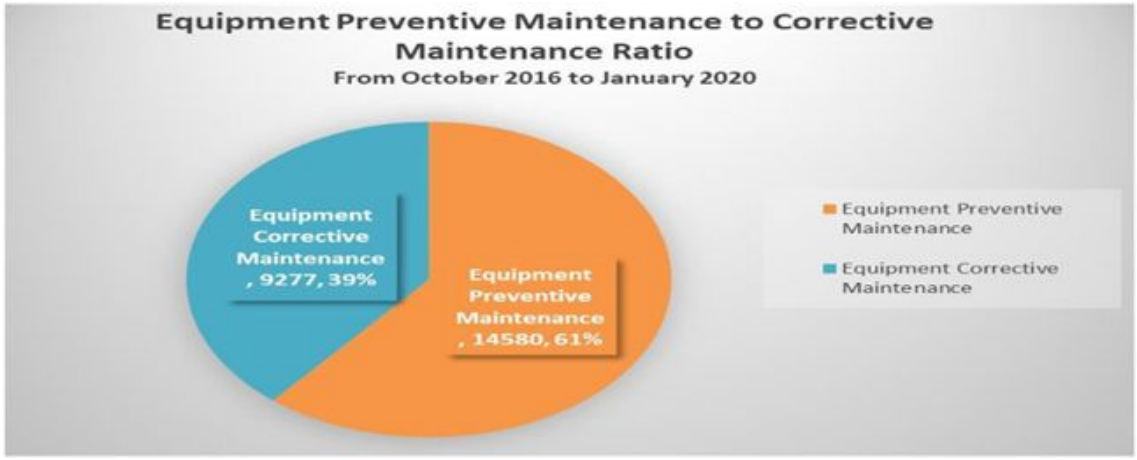
Wastewater Treatment (January 2020)

Monthly Wastewater Treatment Summary - January 2020				
WW Treatment Plants - Flows				
	Facility	**Avg. Daily Flows**	**Sludge (lbs)**	**Sludge Disp. ($)**
	Hagatna	4.44	283,080	$ 25,477
	Northern	5.77	1,055,960	$ 95,036
	Agat	1.1	72,740	$ 6,547
	Baza	0		
	Umatac	0.24		
	Inarajan	0.05		
		11.60	1,411,780	$ 127,060

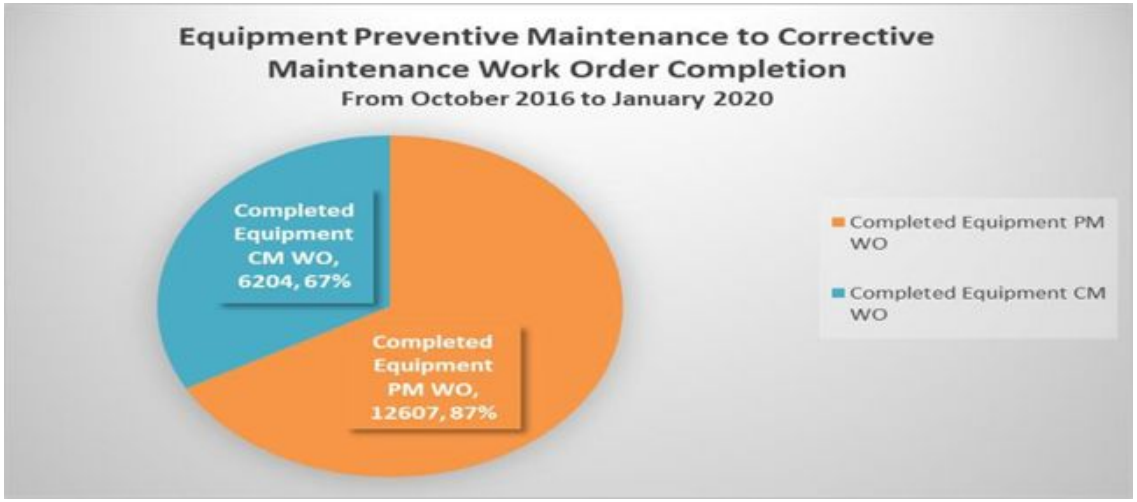


Asset Management (January 2020)

I. Equipment Preventive Maintenance to Corrective Maintenance ***Ratio***

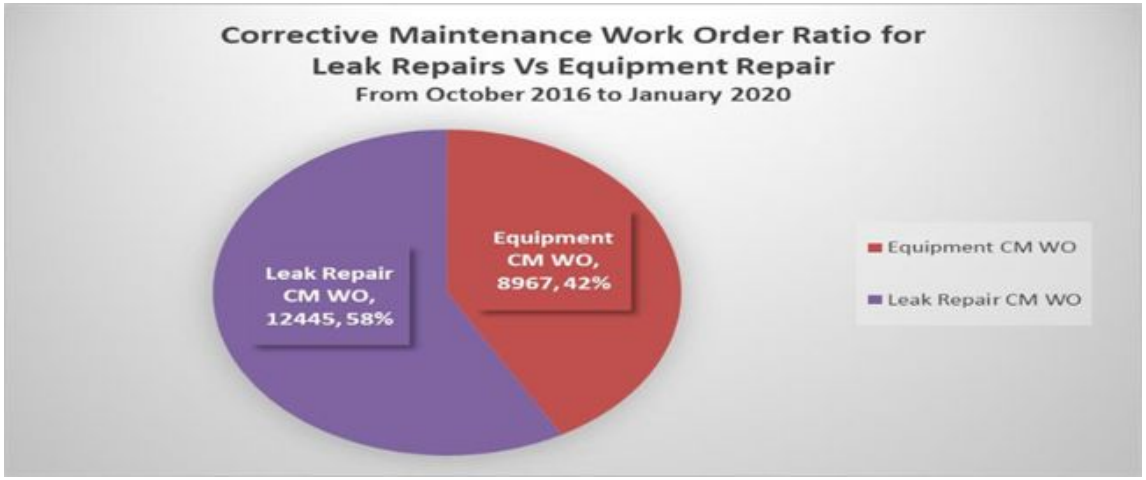


II. Equipment Preventive Maintenance to Corrective Maintenance ***Work Order Completion***

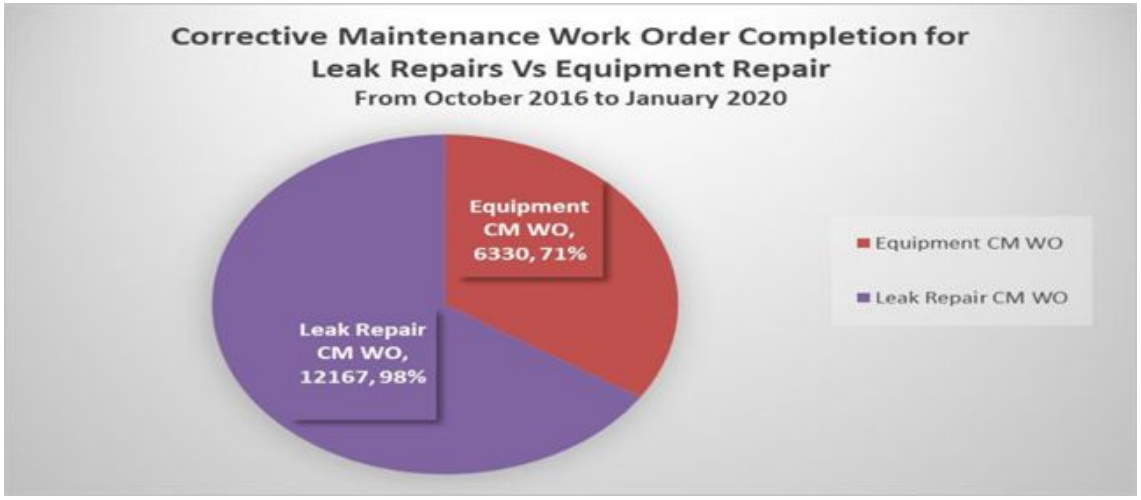


Asset Management (January 2020)

III. Corrective Maintenance Work Order ***Ratio*** for Leak Repairs vs. Equipment Repair



IV. Corrective Maintenance Work Order ***Completion*** for Leak Repairs vs. Equipment Repair



Operational Issues

Production & Distribution

- Valve Issues:
  - Addressed long-standing pressure issues in isolated area in Tamuning due to a failed partially-closed valve. Pressures have improved around GPO
  - Togcha valve separating Ugum supply from northern well water supply broke and required replacement
- Problems with line breaks on older ACP lines in
  - Toto-Canada (Jan 6th, Jan 12th)
  - 6" ACP Main Break in Tumon (Jan 23rd)
  - Santa Rita (Jan 31st)

Wastewater Collection & Treatment

- Collection System:
  - Route 2 project final lateral connections have been completed.
  - Route 1 and Route 4 projects still in progress; traffic impacts are on-going
  - Route 3 and Route 9 interceptor work is about 61% complete
- Hagatna WWTP
  - Parts for two clarifiers ordered; basins being inspected for needed repairs; plant operating satisfactorily on one clarifier
- NDWWTP
  - Major excavation work for clarifiers on-going; steelwork for foundations / concrete pour anticipated this week
  - Water supply issues continue until lines in the area are upgraded

Meters from January 2017 through January 2020

COMPLETED FIELD ACTIVITY JAN 2017 THRU JAN 2020 (POSTED IN CIS)	2017	2018	2019	Jan-20	TOTAL:		COMPLETED FIELD ACTIVITIES (IN PROCESS) TO BE POSTED IN CIS
GWA - Meter Exchange	6487	13353	10850	1079	31769		178

# OF METERS TESTED AS PER METER TEST FACILITY REPORTS:	6079	12259	9278	749	28365
AVG # OF FIELD STAFF PERFORMING CHANGE OUTS (MON THRU FRI):	19	16	7	7	
# OF ADMIN STAFF TO CREATE AND POST FIELD ACTIVITIES IN CIS:	10	6.3	5	5	
TOTAL:	**29**	**22**	**12**	**12**	

REMAINING ACTIVE BADGER LP MODELS TO BE REPLACED AS OF Jan 31 2020: ***1871***

3/4" BADGER METERS IN STOCK AS OF Feb 07 2020:

Size	Meter Description	New Meters Passed	New Meters Untested	Passed Field Meters	MMP	Meters Available
3/4"	METER, Badger AMR 5/8" X 3/4" RCDL Model M25 Disc Meter	1420	0	246	0	1666
3/4"	METER, Badger AMR 5/8" x 3/4" **WARRANTY** RCDL Model M25	0	0	0	0	0
3/4"	METER,Badger 5/8"x3/4" NSF61-G RCDL M25LL Disc Meter Integral	38	0	0	0	38
3/4"	METER, Badger AMR 5/8" x 3/4" RCDL Model M25 ***RMI***	0	0	0	0	0
3/4"	METER, Badger E-SERIES 5/8"X3/4" ULTRASONIC	975	0	0	0	975

Backbilling through January 2020

Guam Waterworks Authority

Collections Report[1] on Accounts Backbilled thru January 31, 2020

For fiscal years 2015 through 2020 (Jan)

Accounts Billed			Collection Status											
			Amounts Collected[1]			Amounts Adjusted			Total Uncollected (Active)			Total Uncollected (Inactive)		
FY Billed	No. of Accounts	Amount	No. of Accounts	Amount	%	No. of Accounts	Amount	%	No. of Accounts	Amount	%	No. of Accounts	Amount	%
FY2015														
FY2016	17	$ 882	17	$ 882	100%	0	$ -		0	$ -		0	$ -	
FY2017	537	$ 397,450	472	322,762	81%	14	20,967	5%	24	29,833	8%	27	23,887	6%
FY2018	1,374	$ 742,109	1,220	574,467	77%	45	59,378	8%	62	68,495	9%	47	39,768	5%
FY2019	8,324	$ 3,064,384	7,581	2,430,067	79%	119	103,453	3%	436	428,165	14%	188	102,699	3%
FY2020	1,391	$ 385,270	585	68,645	18%	6	1,631	0%	778	311,552	81%	22	3,442	0%
Total	**11,643**	**$ 4,590,095**	**9,875**	**$ 3,396,823**	**74%**	**184**	**$ 185,429**	**4%**	**1,300**	**$ 838,045**	**18%**	**284**	**$ 169,796**	**4%**

[1] Collections thru February 12, 2020

One Guam Update

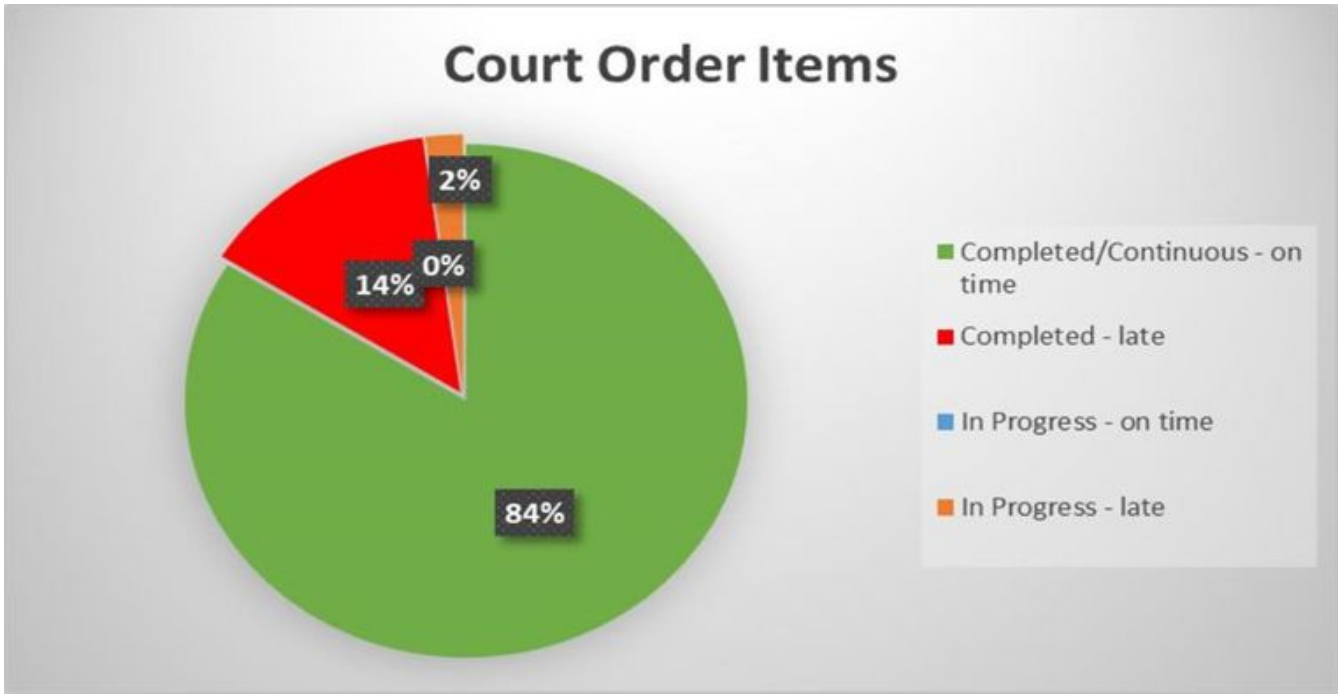
- Tumon Maui Well
  - Well Inspection was completed; Some corrective actions for mostly minor issues.
  - GWA will be replacing the GAC based on sampling data at the vessels; pending the availability of a crane.
  - DOD and GWA discussed formalizing the inspections. Future inspections will need to be signed by someone from GWA & NBG inspector for documentation.
  - Needed repairs to be done within one cycle if possible.
- OEA Projects
  - Observation Wells/NGLA
    - Maria Lewis is still waiting on response on acceptance of well locations. There are no issues on Y well. M1 well is the one adjacent to the training site for the large vehicles. B&C pushed the actual site 30' SW within the 100'x100' Area of Potential Effect that was surveyed (cultural/biological).
    - Need to coordinate the construction schedules. Easements will be granted for all wells.
    - GWA is reviewing the draft MOA on recurring costs for data collection and evaluation.
  - Sewer Interceptor
    - MEC exemption was expiring this month. B&C notified DoD & MEC exemption was extended one more year.
    - Extension on the License has been approved until September 2020.
- Property Transfers
  - Transfer of BPM-1: There is a cloud on the title, however it can still be transfer in its current state. DOD will wait for GWA to make a decision if they are interested in obtaining the property with the issues related to the title.
  - Marbo Areas: verifying property surveys for potential easements from Navy.
  - Transfer of Navy Laterals at Murray Road to GWA: The approval letter is still at Naval Base Guam. Installation Commanding Officer needs to sign, then approval package has to be prepared.

One Guam Update

- Other
  - Cabras Island Water Lines
    - DOD descoped the line upgrade project.
    - GWA will not be accepting the line, if the repairs are not completed.
    - DOD will abandon the line properly if GWA doesn't want it.
  - ACEORP Tunnel
    - The letter and package are being reviewed by Federal GSA before it goes to Congress. The schedule for it to be turned into a quit claim deed is November.
  - Utility Data Sharing: Maria Lewis sent the non-disclosure agreement (NDA) to Miguel Bordallo; needs his approval or his comments. Once received, will put in with MOU for submittal to the CO & then get the signatures.
  - Marine Corps Base
    - Connection at Potts Junction will be in about 5-6 months. Once they connect & test it, they will shut the valve until ready to use it. Don't expect force flow (full base operation) and the increased water requirement until 2024.
    - GWA will provide water to the Operation of Potts Junction intertie based on the Tumon Maui Well MOU.
    - In the future, a contractual agreement to operate it needs to be in place. Need to talk about maximums, requirements, etc. Water exchange is preferred.
  - Andersen AFB
    - Andersen will pursue the installation of a wastewater meter to obtain actual wastewater discharge amounts. Andersen will work with GWA in determining the specification for the meter and the appropriate location for the installation of the meter. The monthly water readings are provided by Andersen to GWA. GWA bills 80% of the water consumption as the charge for wastewater. Andersen will be responsible to purchasing the meter and the cost of installation.
  - AG-1 Access for GWA/GPA
    - DOD is working with GWA to establish easier access to AG-1. This will elevate the issues related to security of the well for GWA personnel.

Court Order

	Items	On-time Items Completed/Continuous	Items Delayed	Completed Late	Items on Schedule	Performance %
Court order total	**93**	**78**	**2**	**13**	**0**	**97.8%**



Court Order

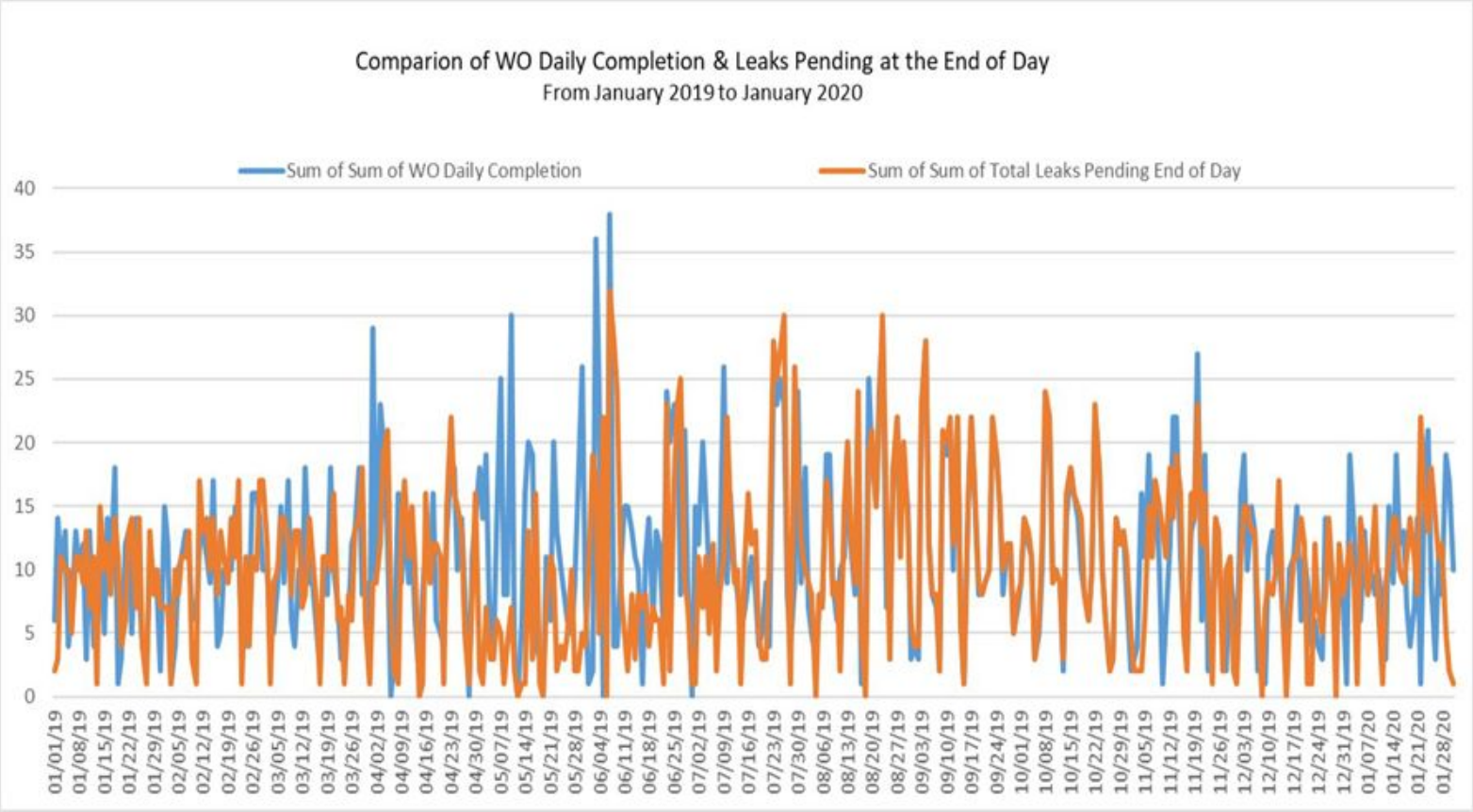
Status Information (for January 2020)

- 2 items delayed
  - Water Reservoir Repair. Replacement or Relocation program, CO II C 29(b)(6)(ii)–(all remaining tanks). (Affects final date of the Court Order.)
  - Umatac-Merizo Wastewater Treatment Plant – completed in December; ribbon cutting held in January**.**
- Final Date to complete all Court Order items may be delayed past December 31, 2020. [CO 29(b) has been expanded by 31% beyond the original Court Order Requirements (General Counsel is reviewing filing requirements and content).]
- Overflow or Bypass events reported to USEPA:
  - 01/25/2020 Ignacio P. Quitugua St, -- FOG
  - 01/31/2020 Chalan Nette St. Yigo – FOG
  - 02/01/2020 Roy T. Damien St. – Mongmong – Sensor clogged

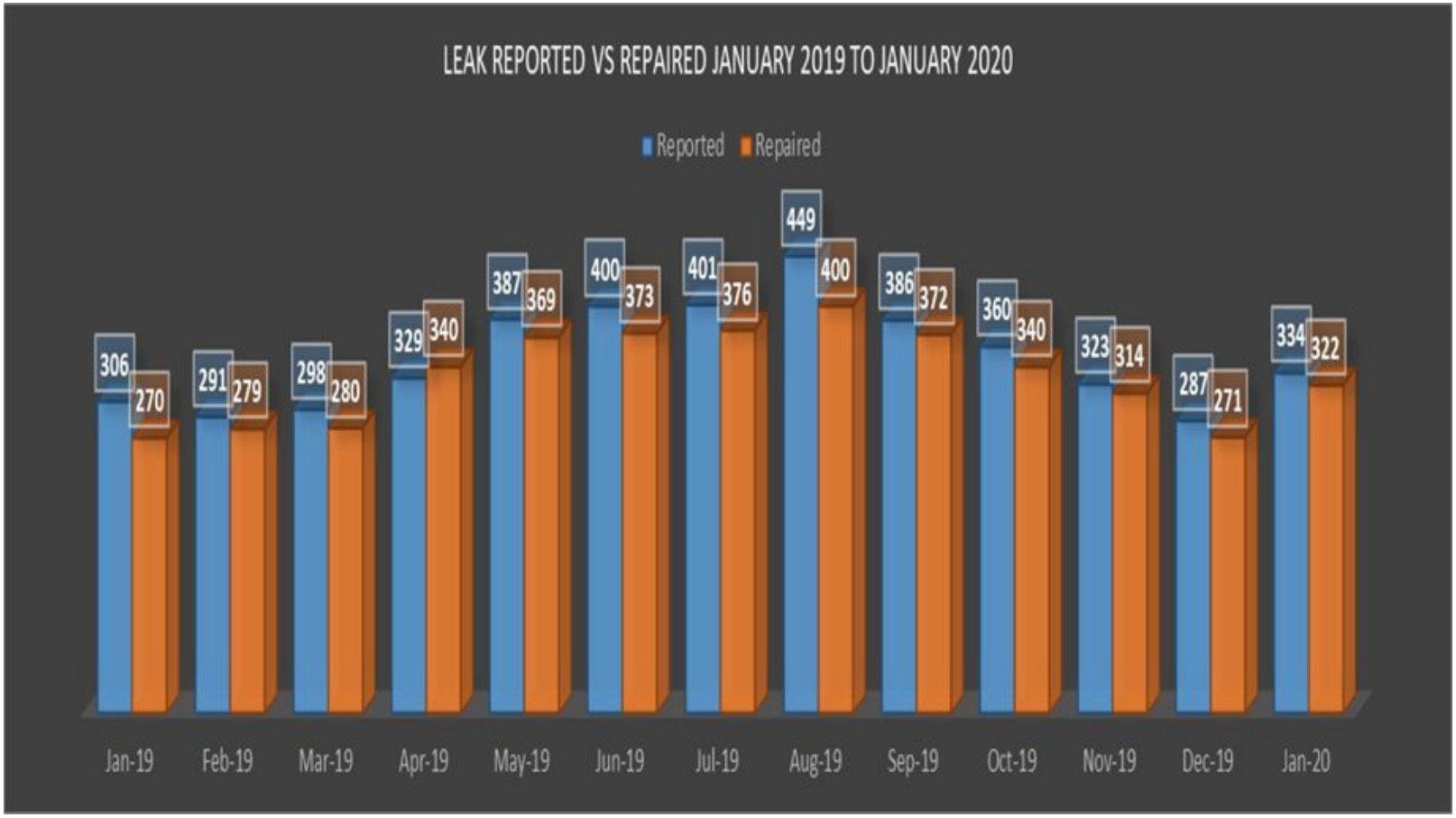
Land Acquisition Summary (as of January 2020 – no changes from Nov/Dec 2019 reports)

GWA Facility	Location	Gov. or Private Property	Land Acquisition Status
Tanks	Astumbo	Gov't. - CLTC	Petition of Land Registration package forwarded to Attorney General by DLM 11/04/19.
	Piti	Private	Pending comments from Federal and GovGuam agencies on Section 106 documents 11/07/19.
Deep Wells	AG-12	Dept. of Agriculture/Manhita Farms	Right of Entry Agreement sent to Dept of AG for signature 05/24/18. 2nd follow up sent on 09/12/18. 3rd follow up sent on 04/10/19. Retracement Survey Property Map filed and recorded at DLM 7/10/19.
Booster Pump Station	Agfayan	Private	TGE working on structural design for pump station area for L28, B19, T3734, Inarajan 11/07/19.
Asan Springs	Asan	Federal	Pending comments from Federal and GovGuam agencies on Section 106 documents 11/07/19.

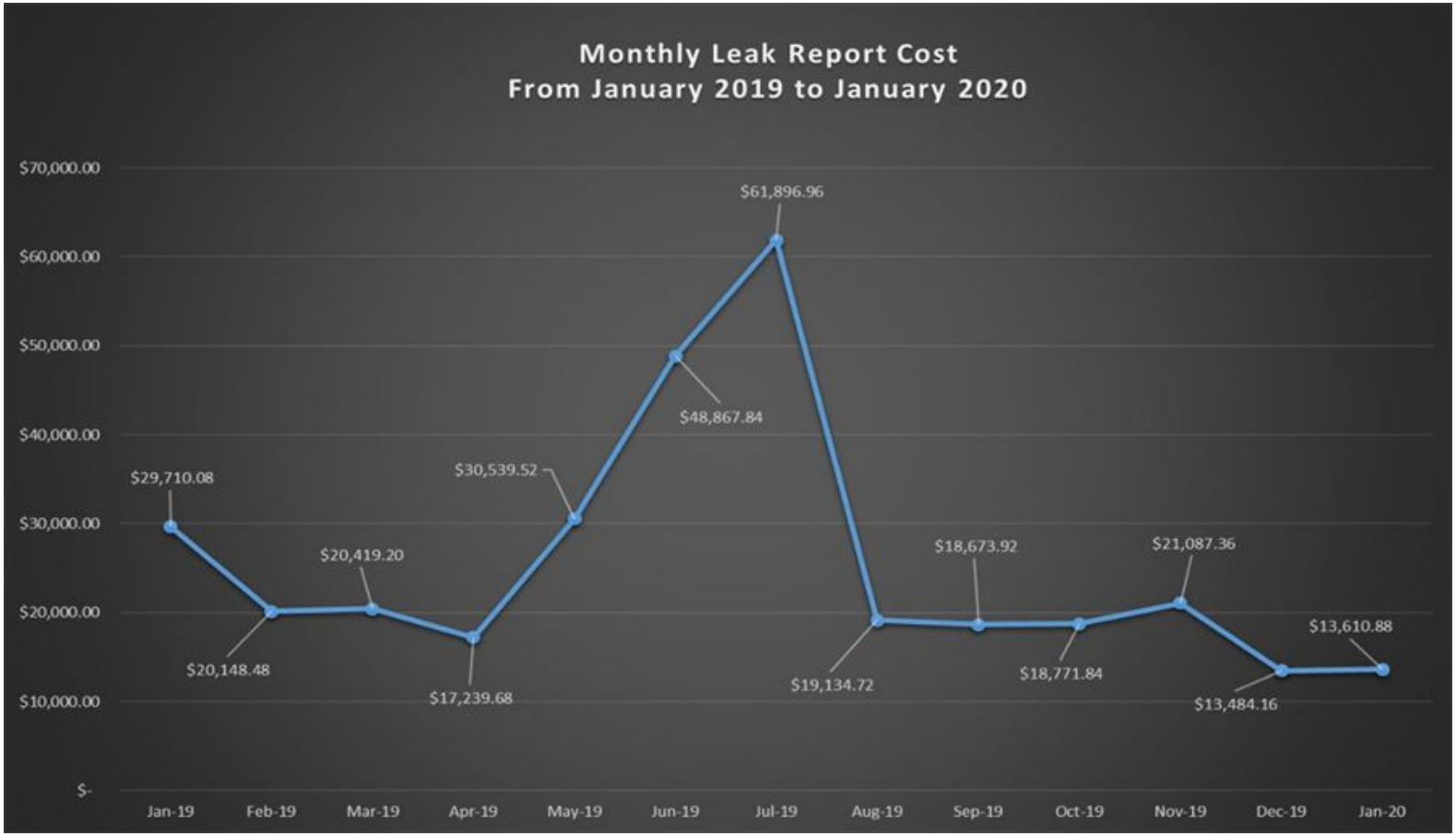
Leak Repair Summary (January 2020)



Comparison of Leaks Reported vs. Leaks Repaired (January 2020)



Monthly Leak Report Cost (January 2020)



Assumptions:

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

GUAM WATERWORKS AUTHORITY
JANUARY 31, 2020
FINANCIAL AND RELATED REPORTS
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GUAM WATERWORKS AUTHORITY
Balance Sheet
January 31, 2020

SCHEDULE A

ASSETS AND DEFERRED OUTFLOWS of RESOURCES	Unaudited January 31, 2020	Unaudited September 30, 2019	Increase (Decrease)
Current Assets			
Cash			
Unrestricted (Schedule F)	8,118,701	4,962,036	3,156,665
Restricted Funds (Schedule F)	84,800,314	86,491,728	(1,691,414)
Accounts Receivable Trade, Net of Allowance for Doubtful Receivables of $8,529,250 at Jan 31, 2020 and $7,789,943 at Sep 30, 2019	13,683,257	14,346,247	(662,990)
Federal Receivable	434,326	3,711,435	(3,277,109)
Other Receivable	1,722,107	1,794,082	(71,973)
Materials & Supplies Inventory, Net of Allowance for Obsolescence of $64,131 at Jan 31, 2020 and $64,131 at Sep 30, 2019	3,855,253	3,897,352	(42,100)
Total Current Assets	112,613,958	115,202,881	(2,588,922)
Property, Plant and Equipment			
Utility plant in service			
Water system	382,393,656	381,484,623	909,033
Wastewater system	429,975,528	429,896,579	78,949
Non-utility property	23,780,964	23,200,625	580,339
Total property	836,150,149	834,581,827	1,568,322
Less: Accumulated Depreciation	(329,523,060)	(321,561,403)	(7,961,656)
Land	3,914,815	3,914,815	-
Construction Work in Progress	117,721,139	100,162,613	17,558,525
Property, Plant and Equipment, net	628,263,042	617,097,852	11,165,191
Other noncurrent assets			
Restricted cash (Schedule F)	97,036,284	109,937,511	(12,901,227)
Investments (Schedule F)	42,699,026	43,808,664	(1,109,638)
Other Prepaid Expenses	1,326,884	1,667,816	(340,932)
Total other noncurrent assets	141,062,193	155,413,991	(14,351,798)
Total Assets	881,939,193	887,714,724	(5,775,529)
Deferred outflows of resources			
Debt defeasance due to bond refunding	11,700,478	11,976,380	(275,902)
Deferred outflows from pension	4,233,025	4,233,025	-
Deferred outflows from OPEB	9,070,814	9,070,814	-
Total Assets and Deferred Outflows of Resources	**906,943,510**	**912,994,943**	**(6,051,431)**
LIABILITIES, DEFERRED INFLOWS of RESOURCES AND NET ASSETS			
Current Liabilities			
Current maturities of long-term debt			
Series 2010 Revenue Bond	1,895,000	1,895,000	-
Series 2013 Revenue Bond	2,695,000	2,695,000	-
Series 2014 Refunding Bond	3,760,000	3,760,000	-
Series 2016 Revenue Bond	420,000	420,000	-
Notes Payable	1,213,388	2,319,108	(1,105,720)
Accounts Payable -Trade	3,487,059	4,121,364	(634,305)
Accrued and Other Liabilities	957,346	1,374,650	(417,304)
Interest Payable	2,117,099	6,359,303	(4,242,204)
Accrued Payroll and Employee Benefits	1,439,845	1,685,235	(245,390)
Accrued Annual Leave	1,054,545	1,054,545	-
Current portion of employee annual leave	584,204	584,204	-
Contractors' Payable	13,723,534	22,094,820	(8,371,286)
Customer and Other Deposits	2,224,603	2,349,490	(124,888)
Total Current Liabilities	35,571,622	50,712,718	(15,141,095)
Long Term Debt, less current maturities			
Series 2013 Revenue Bond	169,935,000	169,935,000	-
Series 2014 Refunding Bond	65,140,000	65,140,000	-
Series 2016 Revenue Bond	142,890,000	142,890,000	-
Series 2017 Refunding Bond	107,365,000	107,365,000	-
Unamortized Bond Premium/Discount	31,383,711	31,863,590	(479,879)
Net pension liability	45,451,352	45,451,352	-
Net OPEB obligation	88,950,661	88,950,661	-
Employee Annual Leave, Less Current Portion	838,545	838,545	-
Total Liabilities	687,525,891	703,146,866	(15,620,975)
Deferred inflows of resources:			
Deferred inflows from pension	1,870,115	1,870,115	-
Deferred inflows from OPEB	8,741,900	8,741,900	-
Total Liabilities and Deferred Inflows of Resources	698,137,906	713,758,880	(15,620,975)
Net Assets	**208,805,604**	**199,236,062**	**9,569,542**
Total Liabilities, Deferred Inflows of Resources and Net Assets	**906,943,510**	**912,994,943**	**(6,051,433)**

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings
Comparative Budget vs. Actual for the period ending January 31, 2020

SCHEDULE B

	Month to Date		Variance
	Budget January-20	Actual (Unaudited) January-20	Favorable / (Unfavorable)
OPERATING REVENUES			
Water Revenues	5,887,215	5,677,227	(209,989)
Wastewater Revenues	3,401,093	3,231,118	(169,975)
Legislative Surcharge	304,243	288,036	(16,207)
Other Revenues	38,254	25,810	(12,444)
System Development Charge	97,773	20,849	(76,924)
Total Operating Revenues	9,728,578	9,243,040	(485,537)
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	667,577	664,907	2,670
Power Purchases	1,251,315	1,348,139	(96,824)
Total Utility Costs	1,918,892	2,013,046	(94,154)
Salaries and Wages	1,782,365	1,734,611	47,754
Pension and Benefits	562,238	553,171	9,067
Total Salaries and Benefits	2,344,603	2,287,782	56,821
Capitalized Labor and Benefits	(308,333)	(311,461)	3,128
Net Salaries and Benefits	2,036,269	1,976,321	59,949
Administrative and General Expenses			
Sludge removal	132,971	125,324	7,647
Chemicals	185,801	182,191	3,610
Materials & Supplies	191,906	191,862	43
Transportation	51,148	50,688	459
Communications	17,054	16,727	327
Claims	10,417	10,052	364
Insurance	79,461	77,860	1,601
Training & Travel	8,417	-	8,417
Advertising	6,500	1,829	4,671
Miscellaneous	114,632	113,950	682
Regulatory Expense	45,029	41,129	3,900
Bad Debts Provision	180,148	179,932	216
Total Administrative and General Expense	1,023,483	991,547	31,936
Depreciation Expense	1,759,065	1,993,832	(234,767)
Contractual Expense			
Audit & Computer Maintenance	58,783	44,709	14,074
Building rental	38,361	35,141	3,220
Equipment rental	43,980	37,299	6,681
Legal	512	-	512
Laboratory	20,862	16,976	3,886
Other	214,458	214,442	16
Total Contractual Expense	376,956	348,566	28,390
Retiree Supp. Annuities and health care costs	249,871	187,512	62,359
Contribution to Government of Guam	51,975	50,334	1,641
Total Retiree Benefits	301,846	237,846	64,000
Total Operating Expenses	7,416,512	7,561,157	(144,646)
Earnings (Loss) from Operations	2,312,066	1,681,883	(630,183)
Interest Income - 2010/13/14/16/17 Series Bond	84,943	175,824	90,881
Interest Income - Other Funds	13,856	44,294	30,438
Interest Income - SDC	2,072	10,563	8,491
Interest Expense - 2010/13/14/16/17 Series Bond	(2,387,785)	(2,117,099)	270,686
Interest Expense - ST BOG	(19,762)	(7,577)	12,185
Loss on Asset Disposal	-	(60,489)	(60,489)
AFUDC	1,157,306	-	(1,157,306)
Amortization of Discount, Premium and Issuance Costs	(17,798)	119,970	137,768
Defeasance due to bond refunding	(16,201)	(68,976)	(52,775)
Deferred outflows from pension	-	-	-
Prior Year Adjustment	-	36,592	36,592
Total non-operating revenues (expenses)	(1,183,369)	(1,866,898)	(683,529)
Net Income (Loss) before capital contributions	1,128,697	(185,015)	(1,313,712)
Capital Contributions			
Grants from US Government	5,533,205	313,163	(5,220,043)
Grants from GovGuam & Others	-	-	-
Total Capital Contributions	5,533,205	313,163	(5,220,043)
Change in Net Assets	6,661,902	128,147	(6,533,755)
Debt Service Calculation			
Earnings From Operations	2,312,066	1,681,883	
System Development Charge	(97,773)	(20,849)	
Retiree COLA	51,975	50,334	
Interest/Investment Income	13,856	44,294	
Depreciation	1,759,065	1,993,832	
Balance Available for Debt Service per Section 6.12	4,039,190	3,749,494	
Working Capital Reserve Available for Debt Service	934,811	968,394	
Transfer to Working Capital - Debt Service Reserve	-	-	
Transfer to Working Capital - O&M Reserve	-	-	
Balance Available for Debt Service inclusive of reserves	4,974,001	4,717,888	
Debt Service			
Principal	730,833	730,833	
Interest	2,117,099	2,117,099	
Total	2,847,932	2,847,932	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.42	1.32	
Debt Service Coverage (1.75X) inclusive of reserves (PUC)	1.75	1.66	

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings (Unaudited) **SCHEDULE C**
Comparative for the period ending January 31, 2020 and 2019

	Month to Date Actual January-20	Actual January-19	Variance Increase / (Decrease)
OPERATING REVENUES			
Water Revenues	5,677,227	5,566,664	110,563
Wastewater Revenues	3,231,118	2,825,660	405,458
Legislative Surcharge	288,036	301,610	(13,574)
Other Revenues	25,810	48,922	(23,111)
System Development Charge	20,849	26,652	(5,803)
Total Operating Revenues	9,243,040	8,769,508	473,532
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	664,907	519,364	145,543
Power Purchases	1,348,139	1,231,315	116,824
Total Utility Costs	2,013,046	1,750,679	262,368
Salaries and Wages	1,734,611	1,549,552	185,060
Pension and Benefits	553,171	487,383	65,788
Total Salaries and Benefits	2,287,782	2,036,934	250,848
Capitalized Labor and Benefits	(311,461)	(308,333)	(3,128)
Net Salaries and Benefits	1,976,321	1,728,601	247,720
Administrative and General Expenses			
Sludge removal	125,324	72,446	52,879
Chemicals	182,191	105,280	76,911
Materials & Supplies	191,862	152,143	39,719
Transportation	50,688	66,517	(15,829)
Communications	16,727	12,460	4,267
Claims	10,052	28,240	(18,188)
Insurance	77,860	75,172	2,689
Training & Travel	-	29,764	(29,764)
Advertising	1,829	7,635	(5,806)
Miscellaneous	113,950	91,795	22,156
Regulatory Expense	41,129	20,330	20,799
Bad Debts Provision	179,932	114,625	65,307
Total Administrative and General Expense	991,547	776,407	215,139
Depreciation Expense	1,993,832	1,759,065	234,767
Contractual Expense			
Audit & Computer Maintenance	44,709	47,012	(2,303)
Building rental	35,141	35,211	(70)
Equipment rental	37,299	139,716	(102,417)
Legal	-	-	-
Laboratory	16,976	34,440	(17,464)
Other	214,442	212,923	1,518
Total Contractual Expense	348,566	469,302	(120,735)
Retiree Supp. Annuities and health care costs	187,512	234,857	(47,345)
Contribution to Government of Guam	50,334	50,000	334
Total Retiree Benefits	237,846	284,857	(47,011)
Total Operating Expenses	7,561,157	6,768,911	792,247
Earnings (Loss) from Operations	1,681,883	2,000,597	(318,714)
Interest Income - 2010/13/14/16/17 Series Bond	175,824	376,950	(201,126)
Interest Income - Other Funds	44,294	77,874	(33,579)
Interest Income - SDC	10,563	16,188	(5,625)
Interest Expense - 2010/13/14/16/17 Series Bond	(2,117,099)	(2,137,785)	20,686
Interest Expense - ST BOG	(7,577)	(23,855)	16,277
Loss on Asset Disposal	(60,489)	-	(60,489)
AFUDC	-	1,157,306	(1,157,306)
Amortization of Discount, Premium and Issuance Costs	119,970	119,709	261
Defeasance due to bond refunding	(68,976)	(69,534)	558
Deferred outflows from pension	-	(8,931)	8,931
Prior Year Adjustment	36,592	(4,746)	41,338
Total non-operating revenues (expenses)	(1,866,898)	(496,823)	(1,370,075)
Net Income (Loss) before capital contributions	(185,015)	1,503,774	(1,688,789)
Capital Contributions			
Grants from US Government	313,163	635,266	(322,104)
Grants from GovGuam & Others	-	-	-
Total Capital Contributions	313,163	635,266	(322,104)
Change in Net Assets	128,147	2,139,040	(2,010,893)

Debt Service Calculation		
Earnings From Operations	1,681,883	2,000,597
System Development Charge	(20,849)	(26,652)
Retiree COLA	50,334	50,000
Interest/Investment Income	44,294	77,874
Depreciation	1,993,832	1,759,065
Balance Available for Debt Service per Section 6.12	3,749,494	3,860,884
Working Capital Reserve Available for Debt Service	968,394	950,860
Transfer to Working Capital - Debt Service Reserve	-	-
Transfer to Working Capital - O&M Reserve	-	-
Balance Available for Debt Service inclusive of reserves	4,717,888	4,811,744
Debt Service		
Principal	730,833	476,250
Interest	2,117,099	2,137,785
Total	2,847,932	2,614,035
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.32	1.48
Debt Service Coverage (1.75X) inclusive of reserves (PUC)	1.66	1.84

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings **SCHEDULE D**
Comparative Budget vs. Actual for the period ending January 31, 2020

	Year to Date Budget January-20	Year to Date Actual (Unaudited) January-20	Variance Favorable / (Unfavorable)
OPERATING REVENUES			
Water Revenues	23,548,861	22,719,472	(829,389)
Wastewater Revenues	13,604,371	13,076,153	(528,218)
Legislative Surcharge	1,216,973	1,167,793	(49,180)
Other Revenues	153,015	120,925	(32,090)
System Development Charge	391,090	132,286	(258,804)
Total Operating Revenues	38,914,310	37,216,630	(1,697,681)
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	2,375,309	2,374,676	633
Power Purchases	5,395,260	5,392,557	2,703
Total Utility Costs	7,770,569	7,767,233	3,336
Salaries and Wages	7,129,460	6,608,807	520,654
Pension and Benefits	2,248,951	2,133,977	114,974
Total Salaries and Benefits	9,378,411	8,742,784	635,628
Capitalized Labor and Benefits	(1,233,333)	(1,150,124)	(83,210)
Net Salaries and Benefits	8,145,078	7,592,660	552,418
Administrative and General Expenses			
Sludge removal	508,085	501,297	6,788
Chemicals	755,206	754,481	725
Materials & Supplies	724,422	626,899	97,523
Transportation	184,590	182,960	1,630
Communications	50,217	44,598	5,618
Claims	33,667	31,693	1,974
Insurance	317,843	311,666	6,177
Training & Travel	61,667	59,248	2,418
Advertising	10,000	7,100	2,900
Miscellaneous	370,527	365,822	4,705
Regulatory Expense	210,116	205,876	4,240
Bad Debts Provision	741,593	739,228	2,365
Total Administrative and General Expense	3,967,932	3,830,869	137,063
Depreciation Expense	7,036,260	7,993,697	(957,437)
Contractual Expense			
Audit & Computer Maintenance	163,133	144,435	18,698
Building rental	153,444	140,563	12,881
Equipment rental	329,918	326,013	3,905
Legal	19,048	18,082	967
Laboratory	99,450	94,029	5,421
Other	773,830	770,507	3,323
Total Contractual Expense	1,538,824	1,493,629	45,195
Retiree Supp. Annuities and health care costs	999,483	759,083	240,401
Contribution to Government of Guam	207,900	201,336	6,564
Total Retiree Benefits	1,207,383	960,419	246,965
Total Operating Expenses	29,666,046	29,638,507	27,539
Earnings (Loss) from Operations	9,248,264	7,578,122	(1,670,141)
Interest Income - 2010/13/14/16/17 Series Bond	339,772	763,333	423,561
Interest Income - Other Funds	55,425	202,028	146,603
Interest Income - SDC	8,287	48,010	39,723
Interest Expense - 2010/13/14/16/17 Series Bond	(9,551,138)	(8,468,396)	1,082,742
Interest Expense - ST BOG	(79,048)	(26,274)	52,774
Loss on Asset Disposal	-	(102,757)	(102,757)
AFUDC	4,629,222	-	(4,629,222)
Amortization of Discount, Premium and Issuance Costs	(71,192)	479,879	551,071
Defeasance due to bond refunding	(64,804)	(275,902)	(211,098)
Deferred outflows from pension	-	-	-
Prior Year Adjustment	-	(28,268)	(28,268)
Total non-operating revenues (expenses)	(4,733,476)	(7,408,347)	(2,674,871)
Net Income (Loss) before capital contributions	4,514,788	169,776	(4,345,012)
Capital Contributions			
Grants from US Government	22,132,820	9,399,767	(12,733,054)
Grants from GovGuam & Others	-	-	-
Total Capital Contributions	22,132,820	9,399,767	(12,733,054)
Change in Net Assets	26,647,608	9,569,542	(17,078,066)
Debt Service Calculation			
Earnings From Operations	9,248,264	7,578,122	
System Development Charge	(391,090)	(132,286)	
Retiree COLA	207,900	201,336	
Interest/Investment Income	55,425	202,028	
Depreciation	7,036,260	7,993,697	
Balance Available for Debt Service per Section 6.12	16,156,758	15,842,897	
Working Capital Reserve Available for Debt Service	3,739,244	3,873,576	
Transfer to Working Capital - Debt Service Reserve	-	-	
Transfer to Working Capital - O&M Reserve	-	-	
Balance Available for Debt Service inclusive of reserves	19,896,003	19,716,474	
Debt Service			
Principal	2,923,333	2,923,333	
Interest	8,468,396	8,468,396	
Total	11,391,729	11,391,729	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.42	1.39	
Debt Service Coverage (1.75X) inclusive of reserves (PUC)	1.75	1.73	

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings (Unaudited)
Comparative for the period ending January 31, 2020 and 2019

SCHEDULE E

	Year to Date Actual January-20	Actual January-19	Variance Increase / (Decrease)
OPERATING REVENUES			
Water Revenues	22,719,472	22,559,475	159,997
Wastewater Revenues	13,076,153	12,709,841	366,312
Legislative Surcharge	1,167,793	1,205,894	(38,101)
Other Revenues	120,925	158,560	(37,635)
System Development Charge	132,286	189,967	(57,681)
Total Operating Revenues	37,216,630	36,823,737	392,893
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	2,374,676	1,922,541	452,134
Power Purchases	5,392,557	4,823,924	568,633
Total Utility Costs	7,767,233	6,746,465	1,020,768
Salaries and Wages	6,608,807	6,427,403	181,403
Pension and Benefits	2,133,977	2,052,369	81,608
Total Salaries and Benefits	8,742,784	8,479,772	263,011
Capitalized Labor and Benefits	(1,150,124)	(1,233,332)	83,208
Net Salaries and Benefits	7,592,660	7,246,440	346,220
Administrative and General Expenses			
Sludge removal	501,297	504,385	(3,088)
Chemicals	754,481	634,305	120,175
Materials & Supplies	626,899	632,667	(5,768)
Transportation	182,960	177,143	5,817
Communications	44,598	40,904	3,694
Claims	31,693	35,426	(3,733)
Insurance	311,666	300,687	10,979
Training & Travel	59,248	69,097	(9,849)
Advertising	7,100	24,684	(17,584)
Miscellaneous	365,822	355,217	10,604
Regulatory Expense	205,876	52,108	153,768
Bad Debts Provision	739,228	729,504	9,725
Total Administrative and General Expense	3,830,869	3,556,129	274,741
Depreciation Expense	7,993,697	7,036,260	957,437
Contractual Expense			
Audit & Computer Maintenance	144,435	175,440	(31,005)
Building rental	140,563	140,843	(280)
Equipment rental	326,013	339,887	(13,874)
Legal	18,082	-	18,082
Laboratory	94,029	111,797	(17,768)
Other	770,507	840,355	(69,848)
Total Contractual Expense	1,493,629	1,608,322	(114,693)
Retiree Supp. Annuities and health care costs	759,083	949,799	(190,716)
Contribution to Government of Guam	201,336	200,000	1,336
Total Retiree Benefits	960,419	1,149,799	(189,380)
Total Operating Expenses	29,638,507	27,343,415	2,295,092
Earnings (Loss) from Operations	7,578,122	9,480,322	(1,902,199)
Interest Income - 2010/13/14/16/17 Series Bond	763,333	1,382,676	(619,343)
Interest Income - Other Funds	202,028	261,256	(59,228)
Interest Income - SDC	48,010	55,852	(7,842)
Interest Expense - 2010/13/14/16/17 Series Bond	(8,468,396)	(8,551,138)	82,742
Interest Expense - ST BOG	(26,274)	(73,965)	47,691
Loss on Asset Disposal	(102,757)	-	(102,757)
AFUDC	-	4,629,224	(4,629,224)
Amortization of Discount, Premium and Issuance Costs	479,879	478,836	1,044
Defeasance due to bond refunding	(275,902)	(278,136)	2,234
Deferred outflows from pension	-	(35,723)	35,723
Prior Year Adjustment	(28,268)	(25,896)	(2,372)
Total non-operating revenues (expenses)	(7,408,347)	(2,157,015)	(5,251,332)
Net Income (Loss) before capital contributions	169,776	7,323,307	(7,153,531)
Capital Contributions			
Grants from US Government	9,399,767	3,071,379	6,328,388
Grants from GovGuam & Others	-	-	-
Total Capital Contributions	9,399,767	3,071,379	6,328,388
Change in Net Assets	9,569,542	10,394,686	(825,144)
Debt Service Calculation			
Earnings From Operations	7,578,122	9,480,322	
System Development Charge	(132,286)	(189,967)	
Retiree COLA	201,336	200,000	
Interest/Investment Income	202,028	261,256	
Depreciation	7,993,697	7,036,260	
Balance Available for Debt Service per Section 6.12	15,842,897	16,787,871	
Working Capital Reserve Available for Debt Service	3,873,576	3,803,441	
Transfer to Working Capital - Debt Service Reserve	-	-	
Transfer to Working Capital - O&M Reserve	-	-	
Balance Available for Debt Service inclusive of reserves	19,716,474	20,591,311	
Debt Service			
Principal	2,923,333	1,905,000	
Interest	8,468,396	8,551,138	
Total	11,391,729	10,456,138	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.39	1.61	
Debt Service Coverage (1.75X) inclusive of reserves (PUC)	1.73	1.97	

GUAM WATERWORKS AUTHORITY
Restricted and Unrestricted Cash Summary
FY2020

SCHEDULE F

Description	Unaudited January 31, 2020	Unaudited September 30, 2019	Increase (Decrease)
UNRESTRICTED			
Change Fund	2,000	2,000	-
Petty Cash	4,450	4,450	-
BOG Deposit Accounts	8,112,251	4,955,587	3,156,665
Sub-total Unrestricted	**8,118,701**	**4,962,036**	**3,156,665**
RESTRICTED			
ANZ Bank	-	19	(18.63)
Bank Pacific	6,549	12,321	(5,772)
Bank of Hawaii	131,059	220,158	(89,099)
Community First FCU	1,668	2,530	(863)
First Hawaiian Bank	11,218	11,761	(544)
Bank Pacific Surcharge	552,911	302,837	250,074
Bank Pacific Escrow Deposit	841,894	836,528	5,366
BOG Customer Refunds	2,012,231	1,871,553	140,679
BOG Emergency Reserve Fund	6,239	6,237	3
BOG Sewer Hookup Revolving Fund	67,298	67,094	203
BOG Subordinate Security Fund	859,233	859,233	-
BOG Operation and Maintenance Fund	3,083,482	3,083,482	-
BOG OMRRRF Fund	17,423,213	17,423,213	-
BOG Revenue Trust	610,750	1,164,224	(553,474)
BOG Revenue Trust Fund	8,989,341	7,613,000	1,376,341
BOG Capital Improvement Revenue Fund	2,395,323	1,001,292	1,394,031
BOG O & M Reserve	14,001,995	13,933,323	68,672
BOG Debt Service Reserve	11,620,729	11,563,736	56,993
BOG CapEx Fund	12,859,881	17,244,823	(4,384,941)
	75,475,013	**77,217,363**	**(1,742,350)**
BOG - SDC Deposit	3,575,302	2,024,365	1,550,936
BOG - SDC CDs	5,750,000	7,250,000	(1,500,000)
Total SDC	**9,325,302**	**9,274,365**	**50,936**
Total Restricted	**84,800,314**	**86,491,728**	**(1,691,414)**
Reserve Funds			
BOG Series 2013 Construction Fund	12,419,615	14,170,759	(1,751,144)
BOG Series 2014 Refunding Construction Fund	218,530	217,448	1,082
BOG Series 2016 Construction Fund	78,107,356	89,235,554	(11,128,198)
BOG Series 2017 Refunding Construction Fund	6,290,782	6,313,750	(22,968)
Total Restricted - Held by Trustee	**97,036,284**	**109,937,511**	**(12,901,227)**
USB Series 2013 Debt Service Fund	2,443,610	3,082,212	(638,602)
USB Series 2013 Debt Service Reserve Fund	12,031,688	12,031,688	-
USB Series 2014 Refunding Debt Service Fund	2,575,961	1,885,637	690,324
USB Series 2014 Refunding Debt Service Reserve Fund	7,947,044	7,798,212	148,832
USB Series 2016 Debt Service Fund	904,107	1,946,774	(1,042,667)
USB Series 2016 Debt Service Reserve Fund	7,591,999	7,591,999	-
USB Series 2010 Debt Service Fund	1,142,320	523,353	618,967
USB Series 2017 Refunding Debt Service Reserve Fund	7,566,460	7,566,460	-
USB Series 2017 Debt Service Fund	495,837	1,382,329	(886,492)
Total Investments	**42,699,026**	**43,808,664**	**(1,109,638)**
Total Restricted and Unrestricted Cash	**232,654,325**	**245,199,940**	**(12,545,615)**

Guam Waterworks Authority
Accounts Receivable - Government (Active)
January 31, 2020

SCHEDULE G

Customer Name	No. of Accounts	AGING Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total
Autonomous Agencies (Active)							
Guam Int'l Airport Authority	8	$ 64,528	$ 60,470	$ 69,981	$ 10,034	$ 229,128	$ 434,140
Guam Power Authority	25	256,342	-	-	-	-	256,342
Guam Memorial Hospital Authority	3	35,860	2,054	-	-	-	37,914
Guam Housing & Urban Renewal Authority	9	5,959	804	505	-	-	7,268
Port Authority of Guam	5	2,081	-	-	-	-	2,081
Guam Housing Corporation	1	30	-	-	-	-	30
Total Autonomous Agencies	**51**	**$ 364,800**	**$ 63,328**	**$ 70,486**	**$ 10,034**	**$ 229,128**	**$ 737,775**
Line Agencies (Active)							
Department of Education	53	$ 238,178	$ 242,192	$ 46,310	$ -	$ -	$ 526,679
Department of Parks & Recreation	17	29,575	34,753	22,785	5,757	19,520	112,391
Mayors Council of Guam	60	21,640	15,627	17,678	6,277	46,046	107,267
Department of Corrections	8	59,978	45	-	-	-	60,023
Department of Public Works	11	14,737	12,751	1,360	54	7,157	36,058
Department of Agriculture	6	4,937	5,971	7,545	1,340	-	19,794
University of Guam	44	6,867	-	-	-	-	6,867
Guam Police Department	7	5,370	941	-	-	-	6,311
Department of Public Health & Social Services	8	3,517	880	885	478	-	5,760
Guam Fire Department	11	3,599	1,894	-	-	-	5,493
Office of Civil Defense	2	592	467	499	501	-	2,060
Department of Administration	2	791	525	487	-	-	1,802
Department of Youth Affairs	3	1,460	-	-	-	-	1,460
Department of Chamorro Affairs	7	356	420	410	-	-	1,186
Division of Senior Citizens, DPHS&S	2	383	205	146	-	-	734
The Office of The Dededo Mayor	1	156	157	201	-	-	514
Guam Veterans Affairs Office	2	187	176	133	-	-	496
Department of Customs & Quarantine	1	389	-	-	-	-	389
Department of Mental Health	2	290	-	-	-	-	290
Department of Agriculture-Fisheries	1	281	-	-	-	-	281
Guam Energy Office	1	59	62	95	-	-	216
Guam Public Library	6	125	-	-	-	-	125
Merizo Mayor	1	51	33	-	-	-	84
Department of Mental Health and Substance	1	23	-	-	-	-	23
Guam Solid Waste Authority	2	19	-	-	-	-	19
Total Line Agencies	**259**	**$ 393,561**	**$ 317,098**	**$ 98,534**	**$ 14,407**	**$ 72,723**	**$ 896,322**
Total as of January 31, 2019 (Active)	**310**	**$ 758,360**	**$ 380,426**	**$ 169,020**	**$ 24,441**	**$ 301,850**	**$ 1,634,098**

GUAM WATERWORKS AUTHORITY
Accounts Receivable Aging Summary by Rate Class **SCHEDULE H**
As of January 31, 2020

		AGING					
Rate Class	**No. of Accounts**	**Current**	**31 - 60 days**	**61 - 90 days**	**91 - 120 days**	**Over 120 days**	**Total**
Agriculture	445	2,924,538	378,097	169,916	24,542	921,920	4,419,014
Commercial I	383	39,396	3,429	2,147	1,546	67,173	113,690
Commercial II	2,703	1,130,662	43,781	48,662	14,617	358,487	1,596,209
Commercial III	25	322,619	23,431	2,232	4,274	253,041	605,597
Golf Course	303	679,721	46,983	21,688	19,846	204,310	972,548
Government	16	5,540	-	-	-	-	5,540
Hotel	57	3,147,862	275,185	34,634	13,563	124,420	3,595,665
Irrigation	29	3,040	439	262	266	3,368	7,375
Residential	50,365	4,261,115	715,937	429,076	268,422	5,222,318	10,896,870
Total	**54,326**	**12,514,493**	**1,487,282**	**708,618**	**347,078**	**7,155,037**	**22,212,507**

Less Allowance for Doubtful Accounts:	(8,529,250)
Net Accounts Receivable:	**13,683,257**

Days Receivables Outstanding	47

GUAM WATERWORKS AUTHORITY
Accounts Payable Aging
As of January 31, 2020

SCHEDULE I

AGING					
Current	31 - 60 Days	61 - 90 Days	91 - 120 Days	> 120 Days	**Total**
$ 2,679,531.53	$ 168,706.82	$ 200,893.94	$ 145,549.07	$ 292,377.43	**$ 3,487,058.79**

Days Payable Outstanding	36

Guam Waterworks Authority **SCHEDULE J**
System Development Charges Project Status
As of January 31, 2020

Funding Summary

Total available project funds	$	12,489,198
Total project expenditures and encumbrances		10,503,358
Total unobligated project funds	**$**	**1,985,840**

Projects Funded

Project Description	Expenditures	Outstanding Encumbrances	Expenditures and Encumbrances
Agat-Santa Rita Wastewater Treatment Plant Replacement	1,016,576	603,466	1,620,043
Baza Gardens Wastewater Cross Island Pumping & Conveyance	1,150,881	3,090	1,153,971
Central Guam Reservoirs		280,040	280,040
Line Replacement Phase IV		256,937	256,937
Northern DWWTP		5,422,599	5,422,599
Northern DWWTP (Land Purchase)	1,000,000		1,000,000
Route 4 Relief Sewerline Rehab & Replacement		399,869	399,869
South Paulino Heights Waterline Upgrade	84,056	4,714	88,770
Talofofo Sewer Improvement		241,142	241,142
Umatac Merizo WWTP		39,988	39,988
	$ 3,251,513	**$ 7,251,845**	**$ 10,503,358**

Future planned projects	FY2020
Water Wells	540,000
Water Dist Sys Pipe Replacement & Upgrades	540,000
WWTP Priority 1 Upgrades	300,000
Umatac Merizo STP Replacement	300,000
Wastewater Sewer System Expansion	300,000
	$ 1,980,000

GUAM WATERWORKS AUTHORITY
WATER DEMAND BY RATE CLASS BY METER SIZE
FY2015 - FY2020

SCHEDULE K

CLASS		AUDITED FY2015 TOTAL CONSUMPTION (kGal)	AUDITED FY2016 TOTAL CONSUMPTION (kGal)	% Inc / (Dec.)	AUDITED FY2017 TOTAL CONSUMPTION (kGal)	% Inc / (Dec.)	AUDITED FY2018 TOTAL CONSUMPTION (kGal)	% Inc / (Dec.)	UNAUDITED FY2019 TOTAL CONSUMPTION (kGal)	% Inc / (Dec.)	FY2020 (4 Mos Annualized) TOTAL CONSUMPTION (kGal)
R	Residential	3,415,662	3,429,689	0%	3,206,811	-6%	3,313,613	3%	3,359,905	1%	3,461,322
C	Commercial	1,020,089	1,022,890	0%	964,639	-6%	910,905	-6%	906,192	-1%	895,084
F	Federal	1,168	1,180	1%	2,508	113%	1,813	-28%	1,602	-12%	1,258
G	Government	515,974	475,366	-8%	448,430	-6%	450,165	0%	405,980	-10%	449,642
H	Hotel	999,116	1,008,087	1%	1,004,525	0%	989,723	-1%	1,079,919	9%	1,045,904
G	Golf	6,850	6,770	-1%	5,252	-22%	2,741	-48%	2,793	2%	6,203
A	Agriculture	67,376	78,628	17%	69,482	-12%	81,127	17%	90,803	12%	67,724
I	Irrigation	10,385	11,351	9%	10,143	-11%	8,504	-16%	7,896	-7%	5,976
	GRAND TOTAL	6,036,620	6,033,960	0%	5,711,790	-5%	5,758,590	1%	5,855,091	2%	5,933,114

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Issues for Decision

Resolution No. 13-FY2020
Relative to Authorizing the Modernizations of the Guam Waterworks Authority Enterprise Resource Planning System

What is the project's objective and is it necessary and urgent?
GWA first implemented JD Edwards (JDE) Enterprise Resource Planning system (ERP) in 1998 to manage day-to-day accounting, procurement and human resources business activities. The JDE World ERP v9.3 will no longer be supported or enhanced by the vendor in March 2020. Over the years, GWA employees have developed manual workarounds using stand-alone software applications to perform tasks and create reports because of JDE World's limitations and its complicated and inefficient legacy green screen "command line interface.

GWA has evaluated the DXC Red Projects JDE EnterpriseOne (E1) solution for engineering and construction firms and determined it is a state-of-the-art ERP solution that provides all the tools necessary to transform GWA to paperless digital business processes and integrate with other GWA business systems.

GWA requires a transformational ERP upgrade to automate and integrate business systems and processes that will improve employee productivity, more efficiently streamline operations and provide timely decision support information in order to achieve the objectives in the 2018 Water Resource Master Plan Update (WRMPU).

A major component of the WRMPU is more than 160 Capital Improvement Projects (CIP) for implementation between 2018 and 2037 estimated to cost $1.2 billon. The Red Projects modernization of the ERP will allow GWA to automate CIP project workflow for multi-fund/year budgeting, procurement, contracting, project management, job forecasting, financial tracking/payments and capitalization of assets. Red Projects will allow the engineering and finance departments to focus on high value work by cutting down on the amount of time spent on gathering and reconciling information from several siloed information systems. It will also enable internal staff, external agencies, contractors and partners to collaborate on both CIP planning and implementation.

The GWA Asset Management program is using a Computerized Maintenance Management System (CMMS) that requires double entry for work orders, inventory and time and labor. The CMMS system is also not integrated with the JDE ERP and thus is unable to track the cost of asset maintenance and reconcile with Fixed Asset valuations. The software program has been problematic to upgrade. Significant IT resources are dedicated to developing and maintaining it and, despite multiple efforts, been unable to implement a mobile solution with simplified forms for use on smart phones by field operations.

Red Projects will completely integrate Asset Management with Fixed Assets, Inventory and Time and Labor functions to allow condition-based maintenance and accurate and historical cost reporting and analysis. Integration of financial information will allow real-time cost of service predictive modeling and reporting. A pre-integrated Mobile Workforce Solution will provide employees in the field with real time access to information to conduct preventive and corrective maintenance on GWA assets. Work orders can be completed in the field using a smartphone by allowing employees to enter job-based time and materials information as well as complete inspections and assessments.

Modernizing the ERP system is necessary and urgent to provide many of the tools necessary to move GWA's organizational performance to the next level. In order to elevate to a well-rounded world class water and wastewater utility, GWA must be more agile in recording, processing and reporting information. Too much time and effort are currently wasted on low-value activity such as manually collecting, modifying, editing and formatting data for reports. The use of paper-based forms and physical routing of documents for approvals also slows processes such as procurement, recruitment, employee evaluations, employee on-boarding and incident reporting to list a few. The Red Projects JDE E1 solutions will completely digitize GWA's work processes, freeing up employees to perform more of the high value work needed to achieve high levels of internal and external customer service.

Where is the location?
The project will have two JD Edwards E1 database environments. One environment will reside in the Oracle Cloud in an Arizona data center and the second environment will reside in the Fadian data center. Toward the end of the project implementation, GWA will determine whether the production environment will reside in the Cloud or on-premise at Fadian. The disaster recovery environment will be located at the other location. The disaster recovery design will guarantee a Recovery Point Objective of 1 hour or less. The data replication between the production and backup environment is estimated to be a 15-minute delay.

How much will it cost?
The proposal to modernize the GWA Enterprise Resource Planning system is Five Million Two Hundred Eighty-Six Thousand Three Hundred Eighty-Five Dollars ($5,286,385).

When will it be completed?
The estimated project length is approximately seven months after PUC approval. If the contract is approved as part of the February 27, 2020 docket then the completion date would be January 2021.

What is the funding source?
GWA received a $500,000 grant and will apply for an additional grant in April 2020 from the Office of Insular Affairs Technical Assistance Program. The terms of the grant require GWA contribute not less than a 50% cost share toward the project. The non-grant funding source for the project is from bonds, internally CIP and revenue funds.

The RFP/BID responses (if applicable):
GWA was directed by Oracle to work with DXC Redrock, the only Oracle Platinum Partner contractor in the Western Pacific with a proprietary pre-built JDE E1 configuration and implementation plan for engineering and construction firms, to upgrade to E1. In December 2018, a sole source procurement was awarded for first phase of the E1 upgrade implementation labeled the “Discovery Phase.” The Discovery Phase included defining scope for both a technical and transformational upgrade and provided several key project planning deliverables including pricing. In October 2019, DXC Red Rock provided pricing for their proprietary product Red Projects to implement a transformational upgrade that could be completed within (7) seven months.

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GWA RESOLUTION NO. 13-FY2020

RELATIVE TO AUTHORIZING THE MODERNIZATIONS OF THE GUAM WATERWORKS AUTHORITY ENTERPRISE RESOURCE PLANNING SYSTEM

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 first implemented JD Edwards (JDE) Enterprise Resource Planning system (ERP) in 1998 and continues to use the JDE World ERP which will no longer be supported or enhanced by the vendor in April 2022; and

WHEREAS, over the years, GWA employees have developed manual workarounds using stand-alone software applications to perform tasks because of JDE World's limitations and its complicated and inefficient legacy green screen "command line interface;" and

WHEREAS, GWA requires a transformational ERP upgrade to automate and integrate business systems and processes that will improve employee productivity, more efficiently streamline operations and provide timely decision support information in order to achieve the objectives in the 2018 Water Resource Master Plan; and

WHEREAS, Oracle Corporation purchased JDE and agreed to allow GWA to migrate JDE World licenses to its new, modern, browser-based digital platform, JDE EnterpriseOne, with enhanced features and functions including mobility, robotics processing and user defined customization; and

WHEREAS, GWA has evaluated JDE EnterpriseOne and determined it is a state-of-the-art ERP that provides all the tools necessary to transform to paperless digital business processes and integrate with other GWA business systems; and

WHEREAS, independent 3rd party research estimates the typical cost for a mid-size business transformational ERP upgrade is between 3% and 6% of annual revenue. For GWA, this is $3.3 to $7.4 million; and

WHEREAS, GWA is requesting authorization for expenditure to purchase additional licenses, support, infrastructure and professional services from Oracle Corporation and Red Rock Consulting Pty Ltd; and

WHEREAS, Red Rock Consulting Pty Ltd (Red Rock) is the largest independent provider of Oracle consulting and managed services in Australia and New Zealand with more than 4500 customers. Red Rock is an Oracle Platinum Partner offering a full range of services around Oracle's applications, platform services, and engineered systems and has been awarded the JD Edwards Partner of the Year in the Asia-Pacific region for the last 5 years; and

WHEREAS, GWA is anticipating the cost of the implementation of the upgrade and licenses at a total cost of $5.2 million; and

WHEREAS, GWA received a Five Hundred Thousand Dollar ($500,000.00) grant and will apply for an additional grant funding in April 2020 from the Office of Insular Affairs Technical Assistance Program for the JDE EnterpriseOne upgrade; and

WHEREAS, the terms of the grant require GWA contribute not less than a fifty percent (50%) cost share toward the project. The source of matching and non-grant funding is from bond, internal CIP and revenue funds; 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 proposal submitted by Red Rock Consulting Pty Ltd are fair and reasonable.
3. The CCU hereby authorizes the management of GWA to accept the bid from Red Rock Consulting Pty Ltd attached hereto as Exhibit A and which is also incorporated into this Resolution in its entirety.
4. The CCU hereby further authorizes the management of GWA to enter into a contract with Red Rock Consulting Pty Ltd. in the amount of Five Million Two Hundred Eighty-Six Thousand Three Hundred Eighty-Five Dollars ($5,286,385.00).
5. The CCU hereby approves the funding total of Five Million Two Hundred Eighty-Six Thousand Three Hundred Eighty-Five Dollars ($5,286,385.00).
6. The CCU hereby approves the use of funding sources from the Office of Insular Affairs Grants and the following GWA line items:
    - CDFA Number 15.875, Technical Assistance Program
    - CIP MC 15-01
    - Internally Funded CIP
    - Operating Revenue
    - Any other fund source as appropriate that may become available during the duration of the project period.
7. GWA Management is hereby authorized to seek PUC approval of contract as required by Docket 00-04.

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

DULY AND REGULARLY ADOPTED, this 21st day of February, 2020.

Certified by:

_____
JOSEPH T. DUENAS
Chairperson

Attested by:

_____
MICHAEL T. LIMTIACO
Secretary

3

SECRETARY'S CERTIFICATE

I, Michael T. Limtiaco, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

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

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

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Exhibit A

DXC Red Projects Upgrade Proposal for GWA[1]

	Year 1	Year 2	Year 3	Grand Total
Fixed (One-time Cost)	**$2,808,210**	**$483,000**	**$0**	**$3,291,210**
License	$473,000	$0	$0	$473,000
Implementation	$1,230,000	$0	$0	$1,230,000
Extensions	$717,200	$460,000	$0	$1,177,200
Business Privilege Tax & Pass Through Expenses	$388,010	$23,000	$0	$411,010
Recurring (Operational Cost)	**$591,325**	**$705,075**	**$698,775**	**$1,995,175**
License	$71,500	$191,500	$191,500	$454,500
Platform	$146,000	$100,000	$100,000	$346,000
Managed Services	$257,667	$292,000	$286,000	$835,667
Support & Maintenance	$88,000	$88,000	$88,000	$264,000
Business Privilege Tax	$28,158	$33,575	$33,275	$95,008
Grand Total	**$3,399,535**	**$1,188,075**	**$698,775**	**$5,286,385**

[1] inclusive of pass through expenses

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Issues for Decision

Resolution No. 16-FY2020
Relative to Approval of Change Order No. 2 for the Route 4 Relief Sewerline Rehabilitation and Replacement Construction Contract with ProPacific Builder Corporation

What is the project's objective and is it necessary and urgent?
The objective of this project is to improve the sewer collection system, which included repairing and/or replacing sewer manholes and over 4,200 linear feet of gravity sewer line along Route 4 and Route 1 in the village of Agana. These sewer infrastructure elements have been identified by GWA, through an SSES investigation, to be subjected to either inactivity due to incomplete construction work or excessive infiltration and inflow (I&I). Successful completion of this project will result in proper maintenance and operation of the sewer collection system and USEPA agrees that efforts to rehabilitate, repair or replace the sewer line are necessary.

Change Order No. 2 is necessary to avoid costly delays in the Cured-In-Place-Pipe (CIPP) lining work by the 2nd contractor on this project (Insituform) by accelerating work to resolve infiltration at manholes ahead of the scheduled manhole rehabilitation. Until the infiltration at the manholes is resolved, the lining work cannot happen. There is the potential for liner failure if the CIPP does not cure properly due to the heavy infiltration that this change order will address. Additionally, there is an existing concrete plug at SMH-6897 that needs to be removed to allow that segment of pipe to be lined ahead of when SMH-6897 is scheduled to be rehabilitated. Manhole rehabilitation cannot happen until after lining is completed due to the potential damage of the interior epoxy coating in the manholes from the high heat during the liner curing process.

Where is the project located?
This project is located along Route 4 and Route 1, from the in front of Vons Chicken in Agana to the Agana Main Pump Station. Construction activities will be limited to the government easements of the sewer infrastructure elements.

How much will it cost?
The total cost of Change Order No. 2 comes out to the amount of One Hundred Eleven Thousand Eight Hundred Eighty-One Dollars and Thirty-Five Cents ($111,881.35), of which Sixty-Four Thousand Twenty-Four Dollars and Sixty-One Cents ($64,024.61) will come from the remaining contingency funds.

GWA Management seeks CCU approval of PPBC's proposal for accelerated construction services in the additional funding amount of Forty-Seven Thousand Eight Hundred Fifty-Six Dollars and Seventy-Four Cents ($47,856.74), to bring the total authorized funding amount to Three Million Seven Hundred Ninety-Six Thousand Four Hundred Eighty-Nine Dollars and Fifty-Four Cents ($3,796,489.54).

When will it be completed?
The accelerated construction work associated with Change Order No. 2 is estimated to be completed by March 2020.

What is the funding source?
The funding for this project will be from USEPA SRF Grant Funds and, if necessary, GWA Bond Funds with a maximum project budget of Three Million Seven Hundred Ninety-Six Thousand Four Hundred Eighty-Nine Dollars and Fifty-Four Cents ($3,796,489.54).

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GWA RESOLUTION NO. 16-FY2020

RELATIVE TO APPROVAL OF CHANGE ORDER NO. 2 FOR THE ROUTE 4 RELIEF SEWERLINE REHABILITATION AND REPLACEMENT PROJECT S15-006-EPA

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

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

WHEREAS, GWA has received a grant from USEPA under the State Revolving Fund program to improve the sewer collection system, which included over 4,200 linear feet of gravity sewer line along Route 4 and Route 1, from in front of Vons Chicken on Route 4 in Agana to the Agana Main Pump Station; and

WHEREAS, the gravity sewer line noted above has a section that has been inactive since its original installation due to incomplete construction work, and sections that need repair due to high infiltration and inflow (I/I), and the intent of this project is to rehabilitate, repair or replace these sections; and

WHEREAS, on March 23, 2018, GWA advertised the Invitation to Re-bid (IFB-04-ENG-2018) for the Route 4 Relief Sewer Line Rehabilitation and Replacement soliciting bid proposals from experienced and responsive bidders to repair and/or replace segments of gravity sewer lines and manholes subjected to I&I in the village of Agana; and

WHEREAS, after receiving and reviewing bid proposals for the manhole rehabilitation and sewerline replacement work on the Route 4 Relief Sewerline, it was determined that ProPacific Builder Corporation (PPBC) was the lowest responsive and responsible bidder; and

WHEREAS, the CCU approved via Resolution 40-FY2018 (Exhibit A) funding authorization for PPBC in the amount of Three Million Four Hundred Seven Thousand Eight Hundred Forty-Eight Dollars **(**$3,407,848.00), plus a ten percent (10%) contingency of Three Hundred Forty Thousand Seven Hundred Eighty-Four Dollars and Eighty Cents **(**$340,784.80) to bring the authorized funding amount for Schedule A to a maximum of Three Million Seven Hundred Forty-Eight Thousand Six Hundred Thirty-Two Dollars and Eighty Cents ($3,748,632.80); and

WHEREAS, in September 2018 GWA management executed a construction contract (Exhibit B) to rehabilitate and replace portions of the Route 4 Relief Sewerline with ProPacific Builder Corporation; and

WHEREAS, while the Notice to Proceed for PPBC was issued in September 2018, the start of construction was delayed due to complications with obtaining approvals during the permitting process; and

WHEREAS, due to permitting delays, unanticipated time restrictions enforced on construction work hours by DPW, and coordination challenges, GWA negotiated Change Order No. 1 (Exhibit C), for a time extension of 193 days and additional funding to PPBC's contract in the amount of Two Hundred Seventy-Six Thousand Seven Hundred Sixty Dollars and Nineteen Cents ($276,760.19);

WHEREAS, the negotiated Change Order No. 1 (Exhibit C) extends the estimated time to construction completion to July 2020, and PPBC's total contract value to Three Million Six Hundred Eighty-Four Thousand Six Hundred Eight Dollars and Nineteen Cents ($3,684,608.19); and

WHEREAS, during the ongoing construction, the second contractor, Insituform Technologies, LLC (Insituform), responsible for the Cured-In-Place-Pipe (CIPP) lining work that is part of the overall Route 4 sewerline improvements, discovered heavy infiltration in many of the manholes, which would prevent Insituform from completing the pipe lining work; and

WHEREAS, in order to prevent costly delays in lining operations due to the infiltration at the manholes, PPBC needed to accelerate manhole grouting work to resolve the infiltration; and

WHEREAS, GWA has negotiated with PPBC for a fee proposal for Change Order No. 2 to accelerate the work to resolve manhole infiltration and the removal of the concrete plug at SMH-6897 to prevent costly delays for lining operations; and

WHEREAS, the total cost of Change Order No. 2 comes out to the amount of One Hundred Eleven Thousand Eight Hundred Eighty-One Dollars and Thirty-Five Cents ($111,881.35) (Exhibit D), of which Sixty-Four Thousand Twenty-Four Dollars and Sixty-One Cents ($64,024.61) will come from the remaining contingency funds; and

WHEREAS, GWA Management seeks CCU approval of PPBC's proposal for accelerated construction services in the additional funding amount of Forty-Seven Thousand Eight Hundred Fifty-Six Dollars and Seventy-Four Cents ($47,856.74), to bring the total authorized funding amount to Three Million Seven Hundred Ninety-Six Thousand Four Hundred Eighty-Nine Dollars and Fifty-Four Cents ($3,796,489.54); and

WHEREAS, funding for this project will be from the USEPA State Revolving Fund and, if necessary, GWA Bond funds with an estimated project budget of Three Million Seven Hundred Ninety-Six Thousand Four Hundred Eighty-Nine Dollars and Fifty-Four Cents ($3,796,489.54); and

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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 hereby approves the funding increase for accelerated construction services in the additional funding amount of Forty-Seven Thousand Eight Hundred Fifty-Six Dollars and Seventy-Four Cents ($47,856.74) (Exhibit D).
3. The CCU hereby further approves the total funding authorization for the contract with ProPacific Builder Corporation to an amount of Three Million Seven Hundred Ninety-Six Thousand Four Hundred Eighty-Nine Dollars and Fifty-Four Cents ($3,796,489.54).

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

DULY AND REGULARLY ADOPTED, this 21st day of February, 2020.

Certified by:	Attested by:
_____	_____
JOSEPH T. DUENAS	**MICHAEL T. LIMTIACO**
Chairperson	Secretary

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SECRETARY'S CERTIFICATE

I, Michael T. Limtiaco, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

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

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

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Exhibit A

CONSOLIDATED COMMISSION ON UTILITIES
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RESOLUTION NO. 40–FY2018

RELATIVE TO CONTRACTS APPROVAL FOR THE ROUTE 4 RELIEF SEWER LINE REHABILITATION AND REPLACEMENT PROJECT S15-006-EPA

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

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

WHEREAS, GWA has received a grant from USEPA under the State Revolving Fund program to improve the sewer collection system, which included over 4,200 linear feet of gravity sewer line along Route 4 from the bottom of the hill in Agana to Route 1, and along Route 1 to the Agana Main Pump Station; and

WHEREAS, the gravity sewer line noted above has a section that has been inactive since its original installation due to incomplete construction work, and sections that are in need of repair due to high infiltration and inflow (I/I), and the intent of this project is to rehabilitate, repair or replace these sections along with associated roadway surface improvements; and

WHEREAS, GWA and USEPA agree that efforts to rehabilitate, repair or replace these sewer lines are necessary to provide sufficient capacity, and properly maintain and operate the sewer collection system, and the first step in doing so is through scope of services that includes general civil engineering, geotechnical engineering, and archeological investigation for wastewater collection system evaluation, analysis and design; and

WHEREAS, in July 2015 GWA Management began the procurement process to find a consulting engineering team to design the sewer rehabilitation and replacement, and via Resolution No. 16-FY2016, approved by the CCU in January 2016, GWA Management was authorized to enter into a contract with AECOM to design the sewer rehabilitation and replacement; and

WHEREAS, in February of 2016 GWA Management entered into a contract with AECOM to design the sewer rehabilitation and replacement, and in May of 2017 the final design was completed; and

WHEREAS, on August 25, 2017, GWA advertised the Invitation to Bid (IFB-10-ENG-2017) for the Route 4 Relief Sewer Line Rehabilitation and Replacement soliciting bid proposals from experienced and responsive bidders to repair and/or replace segments of gravity sewer lines and manholes subjected to I&I in the village of Hagatna, but ultimately GWA received no bids at that time; and

WHEREAS, following the initial Invitation to Bid, GWA discussed with contractors the challenges that may have prevented them from bidding, reviewed all the available information, and split the contract into two separate parts, a Schedule A and a Schedule B; and

WHEREAS, on March 23, 2018, GWA advertised another Invitation to Bid (IFB-04-ENG-2018) for the Route 4 Relief Sewer Line Rehabilitation and Replacement soliciting bid proposals from experienced and responsive bidders to repair and/or replace segments of gravity sewer lines and manholes subjected to I&I in the village of Hagatna; and

WHEREAS, this project consists of furnishing all labor, tools, equipment and materials, necessary to install, replace, and repair sewer along Rt.4 and Rt.1, including coordination with GWA Wastewater Operations, GWA Engineering, the Construction Manager, the project Design Engineer, GWA's Program Management Office and the Department of Public Works; and

WHEREAS, IFB packages were obtained by multiple interested parties, from which GWA received bid proposals from three (3) parties (SEE EXHIBIT A – Abstract of Bids) before

the bid proposal deadline, with one (1) party submitting a proposal for only Schedule A, one (1) party submitting a proposal for only Schedule B, and one (1) party submitting a proposal for both Schedule A and B; and

WHEREAS, the project Design Engineer, in conjunction with GWA, analyzed the bid proposals received (SEE EXHIBIT B – Evaluation) on June 8, 2018 and determined that the bid proposal submitted by ProPacific Builder Corporation (PPBC) (SEE EXHIBIT C – ProPacific Bid) for Schedule A, and the bid proposal submitted by Insituform Technologies, LLC (Insituform) (SEE EXHIBIT D – Insituform Bid) for Schedule B, were the lowest responsive and responsible bids and met all the bid requirements set forth by GWA; and

WHEREAS, GWA Management finds both PPBC's bid proposal for Schedule A, and Insituform's bid proposal for Schedule B acceptable; and

WHEREAS, for Schedule A, PPBC's bid proposal in the amount of Three Million Four Hundred Seven Thousand Eight Hundred Forty-Eight Dollars ($3,407,848.00), plus a ten percent (10%) contingency of Three Hundred Forty Thousand Seven Hundred Eighty-Four Dollars and Eighty Cents ($340,784.80) to bring the authorized funding amount for Schedule A to a total of Three Million Seven Hundred Forty-Eight Thousand Six Hundred Thirty-Two Dollars and Eighty Cents ($3,748,632.80); and

WHEREAS, for Schedule B, Insituform's bid proposal in the amount of Three Million Nine Hundred Ninety-Eight Thousand Six Hundred Eighty-Eight Dollars ($3,998,688.00), plus a ten percent (10%) contingency of Three Hundred Ninety-Nine Thousand Eight Hundred Sixty-Eight Dollars and Eighty Cents ($399,868.80) to bring the authorized funding amount for Schedule B to a total of Four Million Three Hundred Ninety-Eight Thousand Five Hundred Fifty-Six Dollars and Eighty Cents ($4,398,556.80); and

WHEREAS, GWA Management seeks CCU approval of PPBC's bid proposal plus the 10% contingency for Schedule A of Three Million Seven Hundred Forty-Eight Thousand Six Hundred Thirty-Two Dollars and Eighty Cents ($3,748,632.80), and Insituform's bid proposal plus contingency for Schedule B of Four Million Three Hundred Ninety-Eight Thousand Five

Hundred Fifty-Six Dollars and Eighty Cents ($4,398,556.80), to bring the total authorized funding amount to Eight Million One Hundred Forty-Seven Thousand One Hundred Eighty-Nine Dollars and Sixty Cents ($8,147,189.60); and

WHEREAS, funding for this project will be from the USEPA State Revolving Fund and, if necessary, GWA Bond funds and System Development Charge funds applicable to the project intent; 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 and conditions set by GWA relative to commencement of work activities are fair and reasonable and serve as a measure of Quality Assurance/Quality Control (QA/QC).
3. The CCU hereby authorizes the management of GWA to accept the bid proposals from "ProPacific Builder Corporation" and "Insituform Technologies, LLC." (EXHIBITS C and D)
4. The CCU hereby further authorizes the management of GWA to enter into a contract with "ProPacific Builder Corporation" in the amount of Three Million Four Hundred Seven Thousand Eight Hundred Forty-Eight Dollars ($3,407,848.00).
5. The CCU hereby further authorizes the management of GWA to enter into a contract with "Insituform Technologies, LLC" in the amount of Three Million Nine Hundred Ninety-Eight Thousand Six Hundred Eighty-Eight Dollars ($3,998,688.00).
6. The CCU hereby further approves the funding total for Schedule A of Three Million Four Hundred Seven Thousand Eight Hundred Forty-Eight Dollars ($3,407,848.00), plus a ten percent (10%) contingency of Three Hundred Forty Thousand Seven Hundred Eighty-Four Dollars and Eighty Cents ($340,784.80), and for Schedule B of Three Million Nine Hundred Ninety-Eight Thousand Six Hundred Eighty-Eight Dollars ($3,998,688.00), plus a ten percent (10%) contingency of Three Hundred Ninety-Nine Thousand Eight Hundred Sixty-Eight

Dollars and Eighty Cents ($399,868.80), for a total authorized funding amount of Eight Million One Hundred Forty-Seven Thousand One Hundred Eighty-Nine Dollars and Sixty Cents ($8,147,189.60).

7. The CCU hereby further approves the funding for this project will be from the USEPA State Revolving Fund and, if necessary, GWA Bond funds and System Development Charge Funds applicable to the project.
8. In the event funds other than SRF are used and they exceed One Million Dollars ($1,000,000.00), GWA is authorized to petition the PUC for approval.

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

DULY AND REGULARLY ADOPTED, this 24th day of July 2018.

Certified by:

JOSEPH T. DUENAS
Chairperson

Attested by:

J. GEORGE BAMBA
Secretary

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

5



GUAM WATERWORKS AUTHORITY
ABSTRACT OF BIDS

Exhibit A (1 of 1)

ORIGINAL

Project Name: ROUTE 4 RELIEF SEWERLINE REHABILITATION AND REPLACEMENT (RE-BID)

Bid Opening Date: May 29, 2018
Time: 3:00 PM

Project Number: S15-006-EPA IFB NO.: IFB-04-ENG-2018

	Qualified Bidders Name	Section A-5 Bid Bond	CERTIFICATIONS											SCHEDULE A		SCHEDULE B		
			QS	HCA	ENG	MBE	EDC	WBE	WBA	DB	Addendum 1	Addendum 2	Addendum 3	Addendum 4	BASE BID	ADDITIVE BID	BASE BID	ADDITIVE BID NO. 1	ADDITIVE BID NO. 2
1.	PRO PACIFIC BUILDER CORP.	Endurance Insurance Corporation 15% of total bid amount	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	$3,407,256.00	$150,000.00	no bid Submitted	no bid Submitted	no bid Submitted
2.	CANTON CONSTRUCTION CORP.	no bid Submitted																	
3.	GIANT CONSTRUCTION CORP.	no bid Submitted																	
4.	INSITUFORM	Travelers Casualty & Surety Company 15% of bid amount	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	no bid Submitted	no bid Submitted	$3,998,418.00	$1,246,770.00 $45,245,418.00	$35,677.00 $45,245,418.00
5.	GRANITE CONSTRUCTION COMPANY	no bid Submitted																	
6.	INFRATECH INT'L. LLC	no bid Submitted																	
7.	CHI CONSTRUCTION INC.	no bid Submitted																	
8.	HES MICRONESIA	no bid Submitted																	
9.	CORE TECH/HDCC GUAM, LLC	Fidelity & Deposit Company of Maryland 15% of bid amount	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	$6,141,422.25	$20,541.07	$7,570,574.71	$799,818.94	$20,583.15
10.	BME & SONS	no bid Submitted																	
	GWA Estimate																		

Bids Opened and Read by:
GLORIA O. BENSAN
(Name and Signature)

Tabulated By:
Nicole Quan
(Name and Signature)

GWA Procurement Representative:
Victoria Heacock
(Name and Signature)

Witnesses:
BMGC
Equitable Insurance
EMPSCO
PPBC
CHI
CHL

AECOM

AECOM
414 W. Soledad Avenue
Suite 708
Hagåtña, GU 96932
www.aecom.com

671 477 8326/7 tel
671 472 8324 fax

Exhibit B (1 of 1)

June 8, 2018

The Guam Waterworks Authority
Thomas F. Cruz, P.E., Chief Engineer
Engineering Division
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913

Subject: Bid Review and Recommendation for the Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-bid) Project, GWA Project No. S15-006-EPA, IFB No. IFB-04-ENG-2018.

Håfa Adai Tom,

The bids for this project were opened on May 29, 2018. Out of 10 bidders who expressed interest in the project, only 3 bid proposals were received and included ProPacific Builder Corporation (ProPacific), Insituform Technologies, LLC (Insituform), and Core Tech/Hawaiian Dredging, LLC (CHL). Pro Pacific submitted a bid for only Schedule A. Insituform submitted a bid for only Schedule B. CHL submitted a bid for both schedules. A summary of the bids prices along with the Engineer's Opinion of Construction Cost Estimate are provided in the table below.

Bid Schedule	Engineer's Estimate	ProPacific	Insituform	CHL
SCHEDULE A - Base Bid	$ 2,701,217.00	$ 3,407,848.00	No Bid	$ 6,191,463.33
SCHEDULE A – Additive Bid No. 1	$ 7,000.00	$ 150,000.00	No Bid	$ 20,592.67
SCHEDULE A – Total	$ 2,708,217.00	$ 3,557,848.00	No Bid	$ 6,212,056.00
SCHEDULE B - Base Bid	$ 2,482,494.00	No Bid	$ 3,998,688.00	$ 7,570,573.65
SCHEDULE B – Additive Bid No. 1	$ 62,880.00	No Bid	$ 1,296,700.00	$ 799,818.94
SCHEDULE B – Additive Bid No. 2	$ 7,000.00	No Bid	$ 35,000.00	$ 20,583.15
SCHEDULE B – Total	$ 2,552,374.00	No Bid	$ 5,330,388.00	$ 8,390,975.74

It is understood that the bids are to be evaluated by each schedule separately and contract(s) awarded using the Base Bid. After contract award, GWA may consider adding items in the additive bids into the contract by change orders. If the bid is within the amount of funds available to finance the construction Contract, then the award will be made to the lowest responsive and responsible bidder. In the event all bids exceed the available budget, GWA may reject bids by individual line items until the individual line items fit within the available budget.

AECOM conducted an evaluation of the bids received and provide recommendations for award to the responsible Bidder submitting the lowest responsive Bid. The following is a brief summary of the bid evaluation:

- Overall, the CHL bid prices appeared to be excessive in comparison with the other bidders and the Engineer's Estimate for both bid schedules evaluated separately.
- For Schedule A – Base Bid, ProPacific's bid price was approximately 26% more than the Engineer's Estimate and is the lowest responsive bid. ProPacific's total bid including the bid additive was approximately 31% more than the Engineer's Estimate.
- For Schedule B – Base Bid, Insituform's bid price was approximately 61% more than the Engineer's Estimate and is the lowest responsive bid. Insituform's total bid including the bid additives was approximately double the Engineer's Estimate.

Based on the bid evaluation conducted, it is recommended that ProPacific be awarded a construction contract for Schedule A – Base Bid and Insituform be awarded a separate construction contract for Schedule B – Base Bid. It is also recommended that if needed, GWA can consider rejecting individual line items to fit within the available budget; particularly for all the bid additives.

Respectfully,

Agapito (Pete) Diaz, PE
Project Manager
671-477-8326/7
pete.diaz@aecom.com

Exhibit C (1 of 15)

GUAM WATERWORKS AUTHORITY

BID INVITATION NO.
IFB-04-ENG-2018
GWA Project No.: S15-006-EPA

Route 4 Relief Sewer Line Rehabilitation and Replacement

BID PROPOSAL

Submitted by:

PROPACIFIC BUILDER CORPORATION
(formerly Guam Yooshin Corporation)
750 Route 8 Suite 202 Hanam Plaza,
Barrigada, Guam 96913
T. 671.477.3109 | F. 671.477.7424 | jgyc@guam.net

Exhibit C (2 of 15)

Procurement Checklist

CHECKLIST OF FORMS AND DOCUMENTS REQUIRED TO BE SUBMITTED IN CONJUNCTION WITH BIDS

A.	Form or document that must be submitted with bid	Initial if Submitted:
1.	Bid Bond Equal to 15% of total amount of bid	
2.	Bidder Qualification Form	
3.	Bid Proposal and Bid Schedule	
4.	Non-Collusion Affidavit	
5.	Certification of Bidder Regarding Equal Employment Opportunity	
6.	Certification Regarding Non-Segregated Facilities	
7.	Sex Offender Certification	
8.	Wage and Benefit Determination	
9	Major Shareholders Disclosure Affidavit	
10.	Special Instructions to Bidders	
11.	Proof of Licensure to Perform Work Called For by the Bid	
12.	Financial Statements	
13.	Proof of Status as Veteran (if applies)	N/A
14.	Forms or Documents Required by Bid or Bid Amendments not referred to above	

I, Jean Yeon Yu, a duly authorized representative of PPBC, do hereby certify, that the forms list above have in fact been submitted with my firm's bid. I acknowledge that, failure to submit any of the above documents will result in my firm being deemed non-responsive and having my firm's bid rejected.

Signed: _____

Date: 05/29/2018

Exhibit C (3 of 15)

BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Addendum No. 1	April 19, 2018
Addendum No. 2	April 26, 2018
Addendum No. 3	May 15, 2018
Addendum No. 4	May 18, 2018

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

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Exhibit C (4 of 15)

C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.

E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.

F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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Exhibit C (5 of 15)

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID AND AWARD OF CONTRACTS

5.01 This contract is a multi-award contract through which more than one contract may be awarded through this solicitation. The Bid Schedule contains two schedules, Schedule A and Schedule B. Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the prices indicated under this article. The Bidder can elect to provide prices under Schedule A or Schedule B or both schedules. Bids must include all items under Schedule A or Schedule B, or both Schedule A and B. Each of Schedules A and B comprise Base Bid items and Additive Bid items. The Bidder shall provide base bid and additive bid(s) prices under each elected schedule.

Bids shall be evaluated by Schedule. Each of Schedules A and B shall be evaluated separately. The lowest responsive and responsible bidder shall be determined for each of Schedule A and Schedule B. Separate contracts will be awarded under Schedule A and Schedule B. One contract will be awarded to the lowest responsive and responsible bidder for Schedule A and one contract will be awarded to the lowest responsive and responsible bidder for Schedule B. If the same contractor is the lowest responsive and responsible bidder for both Schedules A and B, one contract for all the work under Schedules A and B will be awarded.

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Exhibit C (6 of 15)

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				SCHEDULE A – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
1	Mobilization and Demobilization	LS	$293,780.00	1	$ 293,780.00
2	Insurance and Bonds	LS	$132,201.00	1	$ 132,201.00
3	Permits	LS	$44,067.00	1	$ 44,067.00
4	12" PVC pipe, installed by open trench, including PVC pipe, fittings, warning/identification tape, cleaning, connections to manholes, adjustment existing channel and bench, testing, and all incidentals, in place complete.	LF	$ 1,500.00	22	$ 33,000.00
5	18" PVC pipe, installed by open trench, including PVC pipe, fittings, warning/identification tape, cleaning, connections to existing manholes, adjustment existing channel and bench, testing, and all incidentals, in place complete.	LF	$ 1,800.00	12	$ 21,600.00
6	30" PVC pipe, installed by open trench, including existing pipe removal, pipe, fittings, warning/identification tape, cleaning, manhole connections, testing, and all incidentals, in place complete.	LF	$ 2,000.00	461	$ 922,000.00
7	Unclassified Trench Excavation and Backfill, including protection of existing utilities if necessary, excavation, installation of sheet piles, cutting and removal of sheet piles, shoring, groundwater cutoff wall, dewatering and dewatering effluent disposal, muck handling and disposal, backfill, pipe bedding, CLSM, temporary erosion control measures, traffic control work, miscellaneous restoration work, and all incidentals required to complete the work.	CY	$ 600.00	913	$ 547,800.00
8	Precast Sewer Manhole, SMH-6901A and 493A, including reinforced concrete base, precast concrete riser and cone, flexible pipe seals and connectors, grade adjustment ring(s), frame and cover, epoxy-coating, channelized inverts, testing, CLSM, temporary erosion control measures, traffic control work, incidentals, and all necessary labor, materials and equipment, in place complete.	EA	$ 30,000.00	2	$ 60,000.00

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Exhibit C (7 of 15)

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				SCHEDULE A – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
9	Drop Precast Sewer Manhole, SMH-6908B, including demolition of existing SMH-10312, reinforced concrete base, precast concrete riser and cone, chimney, flexible pipe seals and connectors, grade adjustment ring(s), frame and cover, epoxy-coating, channelized inverts, testing, CLSM, temporary erosion control measures, traffic control work, incidentals, and all necessary labor, materials and equipment, in place complete.	EA	$ 30,000.00	1	$ 30,000.00
10	Rehabilitation of sewer manhole with epoxy coating, including cleaning, surface preparation, cementitious underlayment, concrete channel and bench construction, existing pipe cut & connection, plugging existing pipe, epoxy topcoat, grout injection for leak repair, traffic control work, and all incidentals, in place complete.	EA	$ 22,500.00	14	$ 315,000.00
11	Abandon existing sewer pipes including plugging and filling with CLSM, all incidentals, in place complete.	LF	$ 250.00	280	$ 70,000.00
12	Unplug 21" existing pipe, plug 15" existing SL-9650 and channel & bench reconstruction at SMH-6897	LS	$ 30,000.00	1	$ 30,000.00
13	Sewer Flow Control, including diversion and bypass pumping plan, temporary bypass piping and pumps, pipe plugs, bypassing at sewer laterals (including locating and exposing cleanouts), temporary trenches (including pavement demolition, excavation, backfill, trench covers, temporary and permanent asphalt concrete (AC) pavement, muck handling and disposal), electrical and standby power/pumps, monitoring, spill containment/mitigation, traffic control work, temporary erosion control measures, all related restoration work, in place complete.	LS	$ 300,000.00	1	$ 300,000.00
14	Removal of existing pavement including all necessary labor, materials and equipment, in place complete	SY	$ 50.00	2,867	$ 143,350.00

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Exhibit C (8 of 15)

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				SCHEDULE A – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
15	AC Pavement Resurfacing, including asphalt concrete base, cold planing, pavement transitions, prime coat, tack coat, traffic striping, miscellaneous restoration, and all necessary labor, materials and equipment, in place complete	SY	$ 150.00	2,867	$ 430,050.00
16	Pavement marking including all necessary labor, materials and equipment, in place complete	LS	$25,000.00	1	$ 25,000.00
17	As-Built drawings	LS	$10,000.00	1	$ 10,000.00
	SCHEDULE A – Base Bid (TOTAL Items 1 through 17, inclusive)				$ 3,407,848.00

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Additive Bid No. 1

Description of Work: Archaeological monitoring.

				SCHEDULE A – Additive Bid No. 1	
1	Archaeological and cultural resource services to add new laydown staging areas outside of the suggested areas or outside of the area of potential effect as defined the Archaeological Monitoring and Data Recovery Plan for the project and resubmit to the Department of Parks and Recreation, Guam Historic Resources Division/State Historic Preservation Office for approval and acceptance.	LS	$ 150,000.00	1	$ 150,000.00
	SCHEDULE A - Additive Bid No. 1 (TOTAL Items 1, inclusive)				$ 150,000.00

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Exhibit C (9 of 15)

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B –Base Bid

Description of Work: CIPP lining 21", 24", 30" and 36" existing sewer pipes, providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				Schedule B – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
1	Mobilization and Demobilization	LS	$_____	1	$_____
2	Insurance and Bonds	LS	$_____	1	$_____
3	Permits	LS	$_____	1	$_____
4	Installation of cured in place pipe (CIPP) lining in existing 21" sewer line, including all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, cleaning, wet out, preparation, leak repair, transition sections, removal and restoration of sewer manhole cone (if required for access), restoration of pavement and landscaping, removal of protruding laterals, liner termination at manholes, reworking manhole inverts and benches, testing of installed liner, Closed Circuit Television (CCTV) inspection for pre- and post- rehabilitation, traffic control work, and for all other related work.	LF	$_____	674	$_____
5	Installation of cured in place pipe (CIPP) lining in existing 24" sewer line, including all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, cleaning, wet out, preparation, leak repair, transition sections, removal and restoration of sewer manhole cone (if required for access), restoration of pavement and landscaping, removal of protruding laterals, liner termination at manholes, reworking manhole inverts and benches, testing of installed liner, Closed Circuit Television (CCTV) inspection for pre- and post- rehabilitation, traffic control work, and for all other related work.	LF	$_____	723	$_____

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Exhibit C (10 of 15)

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B –Base Bid

Description of Work: CIPP lining 21", 24", 30" and 36" existing sewer pipes, providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				Schedule B – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
6	Installation of cured in place pipe (CIPP) lining in existing 30" sewer line, including all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, cleaning, wet out, preparation, leak repair, transition sections, removal and restoration of sewer manhole cone (if required for access), restoration of pavement and landscaping, removal of protruding laterals, liner termination at manholes, reworking manhole inverts and benches, testing of installed liner, Closed Circuit Television (CCTV) inspection for pre- and post- rehabilitation, traffic control work, and for all other related work.	LF	$_____	1,590	$_____
7	Installation of cured in place pipe (CIPP) lining in existing 36" sewer line, including all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, cleaning, wet out, preparation, leak repair, transition sections, removal and restoration of sewer manhole cone (if required for access), restoration of pavement and landscaping, removal of protruding laterals, liner termination at manholes, reworking manhole inverts and benches, testing of installed liner, Closed Circuit Television (CCTV) inspection for pre- and post- rehabilitation, traffic control work, and for all other related work.	LF	$_____	798	$_____
8	Sewer Flow Control, including diversion and bypass pumping plan, temporary bypass piping and pumps, pipe plugs, bypassing at sewer laterals (including locating and exposing cleanouts), temporary trenches (including pavement demolition, excavation, backfill, trench covers, temporary and permanent AC pavement, muck handling and disposal), electrical and standby power/pumps, monitoring, spill containment/mitigation, traffic control work, temporary erosion control measures, all related restoration work, in place complete.	LS	$_____	1	$_____

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Exhibit C (11 of 15)

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B –Base Bid

Description of Work: CIPP lining 21", 24", 30" and 36" existing sewer pipes, providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				Schedule B – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
	Schedule B – BASE BID (TOTAL Items 1 through 8, inclusive)				$_____

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B – Additive Bid No. 1

Description of Work: CIPP part-liner or chemical grouting to control infiltration/inflow prior to CIPP lining.

				Schedule B – Additive Bid No. 1	
1	CIPP part-liner or grouting to control infiltration on the existing 21" sewer line, where approved by the Owner, including full compensation for all labor, materials, supplies, equipment, tools, and all incidentals for completed work.	LF	$_____	70	$_____
2	CIPP part-liner or grouting to control infiltration on the existing 24" sewer line, where approved by the Owner, including full compensation for all labor, materials, supplies, equipment, tools, and all incidentals for completed work.	LF	$_____	80	$_____
3	CIPP part-liner or grouting to control infiltration on the existing 30" sewer line, where approved by the Owner, including full compensation for all labor, materials, supplies, equipment, tools, and all incidentals for completed work.	LF	$_____	160	$_____
4	CIPP part-liner or grouting to control infiltration on the existing 36" sewer line, where approved by the Owner, including full compensation for all labor, materials, supplies, equipment, tools, and all incidentals for completed work.	LF	$_____	160	$_____
	SCHEDULE B – Additive Bid No. 1 (TOTAL Items 1 through 4, inclusive)				$_____

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Exhibit C (12 of 15)

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B - Additive Bid No. 2
Description of Work: Archaeological monitoring.

				SCHEDULE B – Additive Bid No. 2	
1	Archaeological and cultural resource services to add new laydown staging areas outside of the suggested areas or outside of the area of potential effect as defined the Archaeological Monitoring and Data Recovery Plan for the project and resubmit to the Department of Parks and Recreation, Guam Historic Resources Division/State Historic Preservation Office for approval and acceptance.	LS	$_____	1	$_____
SCHEDULE B - Additive Bid No. 2 (TOTAL Items 1, inclusive)					$_____

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond.

B. List of Proposed Major Suppliers;

C. Required Bidder Qualification Statement with Supporting Data.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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Exhibit C (13 of 15)

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business address: _____

_____

Phone: _____ Facsimile: _____

E-mail address: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

_____

Phone: _____ Facsimile: _____

E-mail address: _____

A Corporation

Corporation Name: PROPACIFIC BUILDER CORPORATION

State of Incorporation: GUAM

Type (General Business, Professional, Service, other): General Contractor

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): Jean Yeon Yu

Title: President

(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: 750 Route 8 Suite 202 Hanam Plaza, Barrigada, GU 96913

_____

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Exhibit C (14 of 15)

Phone: 671-477-3109 Facsimile: 671-477-7424
E-mail address: jgyc@guam.net

A Limited Liability Company (LLC)

LLC Name: _____
State in which organized: _____

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____
Title: _____
Business address: _____

_____
Phone: _____ Facsimile: _____
E-mail address: _____

A Joint Venture

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____
Title: _____
Business address: _____

_____
Phone: _____ Facsimile: _____
E-mail address: _____
Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____
Title: _____
Business address: _____

_____
Phone: _____ Facsimile: _____
E-mail address: _____

Phone and Facsimile Number, and Address for receipt of official communications to Joint Venture:__

_____

_____

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Exhibit C (15 of 15)

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation, and limited liability company that is a party to the joint venture should be in the manner indicated above.)

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Exhibit D (1 of 17)

AEGION
Stronger. Safer. Infrastructure.™

Insituform

SEALED BID FOR: ROUTE 4 RELIEF SEWER LINE REHABILITATION AND REPLACEMENT (RE-BID)

BIDDER: INSITUFORM TECHNOLOGIES, LLC
17988 EDISON AVE
CHESTERFIELD, MO 63005

GWA PROJECT NO. S15-006-EPA

CLOSING DATE AND TIME
~~6/25/2018~~ 5/29/2018
3:00 PM

ATTENTION: GUAM WATERWORKS AUTHORITY
GLORIA B. NELSON PUBLIC SERVICES BUILDING
688 ROUTE 15
MANGILAO, GUAM 96913

Vol. 1 of 2

Exhibit D (2 of 17)

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Exhibit D (3 of 17)

BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	April 19, 2018
2	April 26, 2018
3	May 15, 2018
4	May 18, 2018

$0.00

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

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Exhibit D (4 of 17)

C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.

E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.

F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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Exhibit D (5 of 17)

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID AND AWARD OF CONTRACTS

5.01 This contract is a multi-award contract through which more than one contract may be awarded through this solicitation. The Bid Schedule contains two schedules, Schedule A and Schedule B. Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the prices indicated under this article. The Bidder can elect to provide prices under Schedule A or Schedule B or both schedules. Bids must include all items under Schedule A or Schedule B, or both Schedule A and B. Each of Schedules A and B comprise Base Bid items and Additive Bid items. The Bidder shall provide base bid and additive bid(s) prices under each elected schedule.

Bids shall be evaluated by Schedule. Each of Schedules A and B shall be evaluated separately. The lowest responsive and responsible bidder shall be determined for each of Schedule A and Schedule B. Separate contracts will be awarded under Schedule A and Schedule B. One contract will be awarded to the lowest responsive and responsible bidder for Schedule A and one contract will be awarded to the lowest responsive and responsible bidder for Schedule B. If the same contractor is the lowest responsive and responsible bidder for both Schedules A and B, one contract for all the work under Schedules A and B will be awarded.

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Exhibit D (6 of 17)

No bid on Schedule A

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				SCHEDULE A – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
1	Mobilization and Demobilization	LS	$_____	1	$_____
2	Insurance and Bonds	LS	$_____	1	$_____
3	Permits	LS	$_____	1	$_____
4	12" PVC pipe, installed by open trench, including PVC pipe, fittings, warning/identification tape, cleaning, connections to manholes, adjustment existing channel and bench, testing, and all incidentals, in place complete.	LF	$_____	22	$_____
5	18" PVC pipe, installed by open trench, including PVC pipe, fittings, warning/identification tape, cleaning, connections to existing manholes, adjustment existing channel and bench, testing, and all incidentals, in place complete.	LF	$_____	12	$_____
6	30" PVC pipe, installed by open trench, including existing pipe removal, pipe, fittings, warning/identification tape, cleaning, manhole connections, testing, and all incidentals, in place complete.	LF	$_____	461	$_____
7	Unclassified Trench Excavation and Backfill, including protection of existing utilities if necessary, excavation, installation of sheet piles, cutting and removal of sheet piles, shoring, groundwater cutoff wall, dewatering and dewatering effluent disposal, muck handling and disposal, backfill, pipe bedding, CLSM, temporary erosion control measures, traffic control work, miscellaneous restoration work, and all incidentals required to complete the work.	CY	$_____	913	$_____
8	Precast Sewer Manhole, SMH-6901A and 493A, including reinforced concrete base, precast concrete riser and cone, flexible pipe seals and connectors, grade adjustment ring(s), frame and cover, epoxy-coating, channelized inverts, testing, CLSM, temporary erosion control measures, traffic control work, incidentals, and all necessary labor, materials and equipment, in place complete.	EA	$_____	2	$_____

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No bid on Schedule A

Exhibit D (7 of 17)

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				SCHEDULE A – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
9	Drop Precast Sewer Manhole, SMH-6908B, including demolition of existing SMH-10312, reinforced concrete base, precast concrete riser and cone, chimney, flexible pipe seals and connectors, grade adjustment ring(s), frame and cover, epoxy-coating, channelized inverts, testing, CLSM, temporary erosion control measures, traffic control work, incidentals, and all necessary labor, materials and equipment, in place complete.	EA	$_____	1	$_____
10	Rehabilitation of sewer manhole with epoxy coating, including cleaning, surface preparation, cementitious underlayment, concrete channel and bench construction, existing pipe cut & connection, plugging existing pipe, epoxy topcoat, grout injection for leak repair, traffic control work, and all incidentals, in place complete.	EA	$_____	14	$_____
11	Abandon existing sewer pipes including plugging and filling with CLSM, all incidentals, in place complete.	LF	$_____	280	$_____
12	Unplug 21" existing pipe, plug 15" existing SL-9650 and channel & bench reconstruction at SMH-6897	LS	$_____	1	$_____
13	Sewer Flow Control, including diversion and bypass pumping plan, temporary bypass piping and pumps, pipe plugs, bypassing at sewer laterals (including locating and exposing cleanouts), temporary trenches (including pavement demolition, excavation, backfill, trench covers, temporary and permanent asphalt concrete (AC) pavement, muck handling and disposal), electrical and standby power/pumps, monitoring, spill containment/mitigation, traffic control work, temporary erosion control measures, all related restoration work, in place complete.	LS	$_____	1	$_____
14	Removal of existing pavement including all necessary labor, materials and equipment, in place complete	SY	$_____	2,867	$_____

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Exhibit D (8 of 17)

No Bid Schedule A

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				SCHEDULE A – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
15	AC Pavement Resurfacing, including asphalt concrete base, cold planing, pavement transitions, prime coat, tack coat, traffic striping, miscellaneous restoration, and all necessary labor, materials and equipment, in place complete	SY	$_____	2,867	$_____
16	Pavement marking including all necessary labor, materials and equipment, in place complete	LS		1	
17	As-Built drawings	LS		1	
	SCHEDULE A – Base Bid (TOTAL Items 1 through 17, inclusive)				$_____

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Additive Bid No. 1

Description of Work: Archaeological monitoring.

				SCHEDULE A – Additive Bid No. 1	
1	Archaeological and cultural resource services to add new laydown staging areas outside of the suggested areas or outside of the area of potential effect as defined the Archaeological Monitoring and Data Recovery Plan for the project and resubmit to the Department of Parks and Recreation, Guam Historic Resources Division/State Historic Preservation Office for approval and acceptance.	LS	$_____	1	$_____
	SCHEDULE A - Additive Bid No. 1 (TOTAL Items 1, inclusive)				$_____

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Exhibit D (9 of 17)

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B –Base Bid

Description of Work: CIPP lining 21", 24", 30" and 36" existing sewer pipes, providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				Schedule B – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
1	Mobilization and Demobilization	LS	$800,000	1	$800,000
2	Insurance and Bonds	LS	$100,000	1	$100,000
3	Permits	LS	$34,300	1	$34,300
4	Installation of cured in place pipe (CIPP) lining in existing 21" sewer line, including all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, cleaning, wet out, preparation, leak repair, transition sections, removal and restoration of sewer manhole cone (if required for access), restoration of pavement and landscaping, removal of protruding laterals, liner termination at manholes, reworking manhole inverts and benches, testing of installed liner, Closed Circuit Television (CCTV) inspection for pre- and post- rehabilitation, traffic control work, and for all other related work.	LF	$310.00	674	$208,940
5	Installation of cured in place pipe (CIPP) lining in existing 24" sewer line, including all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, cleaning, wet out, preparation, leak repair, transition sections, removal and restoration of sewer manhole cone (if required for access), restoration of pavement and landscaping, removal of protruding laterals, liner termination at manholes, reworking manhole inverts and benches, testing of installed liner, Closed Circuit Television (CCTV) inspection for pre- and post- rehabilitation, traffic control work, and for all other related work.	LF	$412.00	723	$297 876

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Exhibit D (10 of 17)

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B –Base Bid

Description of Work: CIPP lining 21", 24", 30" and 36" existing sewer pipes, providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				Schedule B – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
6	Installation of cured in place pipe (CIPP) lining in existing 30" sewer line, including all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, cleaning, wet out, preparation, leak repair, transition sections, removal and restoration of sewer manhole cone (if required for access), restoration of pavement and landscaping, removal of protruding laterals, liner termination at manholes, reworking manhole inverts and benches, testing of installed liner, Closed Circuit Television (CCTV) inspection for pre- and post- rehabilitation, traffic control work, and for all other related work.	LF	$667.00	1,590	$1,060,530
7	Installation of cured in place pipe (CIPP) lining in existing 36" sewer line, including all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, cleaning, wet out, preparation, leak repair, transition sections, removal and restoration of sewer manhole cone (if required for access), restoration of pavement and landscaping, removal of protruding laterals, liner termination at manholes, reworking manhole inverts and benches, testing of installed liner, Closed Circuit Television (CCTV) inspection for pre- and post- rehabilitation, traffic control work, and for all other related work.	LF	$929.00	798	$741,342
8	Sewer Flow Control, including diversion and bypass pumping plan, temporary bypass piping and pumps, pipe plugs, bypassing at sewer laterals (including locating and exposing cleanouts), temporary trenches (including pavement demolition, excavation, backfill, trench covers, temporary and permanent AC pavement, muck handling and disposal), electrical and standby power/pumps, monitoring, spill containment/mitigation, traffic control work, temporary erosion control measures, all related restoration work, in place complete.	LS	$755,700	1	$755,700

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Exhibit D (11 of 17)

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B –Base Bid

Description of Work: CIPP lining 21", 24", 30" and 36" existing sewer pipes, providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				Schedule B – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
	Schedule B – BASE BID (TOTAL Items 1 through 8, inclusive)				$3,998,688

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B – Additive Bid No. 1

Description of Work: CIPP part-liner or chemical grouting to control infiltration/inflow prior to CIPP lining.

				Schedule B – Additive Bid No. 1	
1	CIPP part-liner or grouting to control infiltration on the existing 21" sewer line, where approved by the Owner, including full compensation for all labor, materials, supplies, equipment, tools, and all incidentals for completed work.	LF	$2330.00	70	$163,100.00
2	CIPP part-liner or grouting to control infiltration on the existing 24" sewer line, where approved by the Owner, including full compensation for all labor, materials, supplies, equipment, tools, and all incidentals for completed work.	LF	$2330.00	80	$186,400.00
3	CIPP part-liner or grouting to control infiltration on the existing 30" sewer line, where approved by the Owner, including full compensation for all labor, materials, supplies, equipment, tools, and all incidentals for completed work.	LF	$2960.00	160	$473,600.00
4	CIPP part-liner or grouting to control infiltration on the existing 36" sewer line, where approved by the Owner, including full compensation for all labor, materials, supplies, equipment, tools, and all incidentals for completed work.	LF	$2960	160	$473,600.00
	SCHEDULE B – Additive Bid No. 1 (TOTAL Items 1 through 4, inclusive)				$5,295,388.00

$1,296,700

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Exhibit D (12 of 17)

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B - Additive Bid No. 2
Description of Work: Archaeological monitoring.

					SCHEDULE B – Additive Bid No. 2
1	Archaeological and cultural resource services to add new laydown staging areas outside of the suggested areas or outside of the area of potential effect as defined the Archaeological Monitoring and Data Recovery Plan for the project and resubmit to the Department of Parks and Recreation, Guam Historic Resources Division/State Historic Preservation Office for approval and acceptance.	LS	$35,000	1	$35,000
				SCHEDULE B - Additive Bid No. 2 (TOTAL items 1, inclusive)	$5,330,388.00

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of bidder's bond.

B. List of Proposed Major Suppliers;

C. Required Bidder Qualification Statement with Supporting Data.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

$35,000

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Exhibit D (13 of 17)

Insituform Technologies, LLC

World HQ: 17988 Edison Avenue 636-530-8000
Chesterfield MO 63005 Fax: 636-530-8701

Local Off: 9654 Titan Court 303-791-7199
Littleton CO 80125 Fax: 303-791-7399

GWA Route 4 Releif Sewer Line Rehabilitation and Replacement, Project No. S15-006-EPA

LIST OF SUBCONTRACTORS Selection for Insituform

1. CCTV/CLEARING - MOCON
2. BYPASS - MOCON
3. _____
4. _____
5. _____
6. _____

Exhibit D (14 of 17)



World HQ: 17988 Edison Avenue 636-530-8000
Chesterfield MO 63005 Fax: 636-530-8701

Local Off: 9654 Titan Court 303-791-7199
Littleton CO 80125 Fax: 303-791-7399

GWA Route 4 Releif Sewer Line Rehabilitation and Replacement, Project No. 515-006-EPA

LIST OF Suppliers Selection for Insituform

1. CIPP—Insituform
2. _____
3. _____
4. _____
5. _____

Exhibit D (15 of 17)

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): N/A

By: _____
(Individual's signature)

Doing business as: _____

Business address: _____

_____

Phone: _____ Facsimile: _____

E-mail address: _____

A Partnership

Partnership Name: N/A (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

_____

Phone: _____ Facsimile: _____

E-mail address: _____

A Corporation

Corporation Name: N/A

State of Incorporation: _____

Type (General Business, Professional, Service, other): _____

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

_____

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Exhibit D (16 of 17)

Phone: _____ Facsimile: _____
E-mail address: _____

A Limited Liability Company (LLC)

LLC Name: Insituform Technologies, LLC
State in which organized: Delaware
By: Whittney Schulte
(Signature - attach evidence of authority to sign)

Name (typed or printed): Whittney Schulte
Title: Contracting & Attesting Officer
Business address: 17988 Edison Avenue
Chesterfield, MO 63005
Phone: 636-530-8000 Facsimile: 636-530-8701
E-mail address: WSchulte@Aegion.com

A Joint Venture

First Joint Venturer Name: N/A (SEAL)
By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____
Title: _____
Business address: _____
_____
Phone: _____ Facsimile: _____
E-mail address: _____
Second Joint Venturer Name: _____ (SEAL)
By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____
Title: _____
Business address: _____
_____
Phone: _____ Facsimile: _____
E-mail address: _____

Phone and Facsimile Number, and Address for receipt of official communications to Joint Venture: _____
_____
_____

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Exhibit D (17 of 17)

INSITUFORM TECHNOLOGIES, LLC

PRESIDENT APPOINTMENT OF OFFICERS

Pursuant to the authority set forth in the Limited Liability Company Agreement of Insituform Technologies, LLC (the "Company"), I hereby determine that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitmey Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company; and

2. All other Contracting and Attesting Officers of the Company appointed by the President of the Company prior to the date of this appointment are hereby removed from office.

Dated: September 20, 2017

Frank R. Firsching
President

Exhibit B

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between the Guam Waterworks Authority ("Owner") and ProPacific Builder Corporation ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 **Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:**

Work under Schedule A consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

ARTICLE 2 – THE PROJECT

2.01 **The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid); GWA Project No. S15-006-EPA.**

ARTICLE 3 – ENGINEER

3.01 **The part of the Project that pertains to the Work has been designed by AECOM.**

3.02 **The Owner has retained EMPSCO Engineering Consultants ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.**

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. **All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.**

4.02 *Contract Times: Days*

A. **The Work for the Base Bid contains two schedules, Schedule A and Schedule B. Contract Times will be awarded separately as indicated below under Schedule A and Schedule B. One contract will be awarded to the lowest responsive and responsible bidder for Schedule A and one contract will be awarded to the lowest responsive and responsible bidder for Schedule B. If the same contractor is the lowest responsive and responsible bidder for both Schedules A and B, one contract will be awarded for all the work under Schedules A and B.**

1. For a separate contract for Schedule A, the Work for the Schedule A Base Bid will be substantially completed within 450 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 480 days after the date when the Contract Times commence to run.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Milestone 1 [event & date/days] NA
2. Milestone 2 [event & date/days] NA
3. Milestone 3 [event & date/days] NA

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **$3,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$3,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages shall be assessed against the Contractor(s) separately for the work performed under Schedule A and the work performed under Schedule B.
4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
5. Milestones: Contractor shall pay Owner $ NA for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work under Schedule A - Base Bid other than Unit Price Work, a lump sum of: $Three Million Four Hundred Seven Thousand Eight Hundred Forty Eight US Dollars ($3,407,848.00).

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Schedule A Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $3,407,848.00.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 90 percent of Work completed (with the balance being retainage). And

b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 6 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
   a. ___ (pages ___ to ___, inclusive).
5. General Conditions (pages 1 to 65, inclusive).
6. Supplementary Conditions (pages 1 to 18, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. The Drawings listed on the attached sheet index.
9. Addenda (numbers 1 to 4, inclusive).
10. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid (pages 1 to 10, inclusive).

NOTE(S) TO USER:

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 9-13-18 **(which is the Effective Date of the Contract).**

OWNER:	**CONTRACTOR:**
Guam Waterworks Authority	**ProPacific Builder Corporation**
By: MIGUEL C. BORDALLO, P.E.	**By:** JEAN YEON YU
Title: General Manager	**Title:** President
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	**Attest:** Kate Tusi
Title: Legal secretary III	**Title:** Office Manager
Address for giving notices:	**Address for giving notices:**
Gloria B Nelson Public Service Building	750 Route 8
688 Route 15	Suite 202, Hanam Plaza
Mangilao Guam 96913	Barrigada, Guam 96913
	License No.: 5135
	Certificate No.: C-0518-0147
	(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CERTIFIED FUNDS AVAILABLE:	**APPROVED AS TO FORM:**
By:	**By:**
GREG P. CRUZ	KELLY O. CLARK
GWA Chief Financial Officer 09/13/18	GWA General Counsel
Date: 9.13.18	**Date:** 9/5/18

Contract Amount: $3,407,848.00

Contingency: $ 340,784.80

Amount Certified: $3,748,632.80

Funding Source: $3,407,848.00 USEPA State Revolving Fund – Grant No. M96902617

$ 340,784.80 2016 GWA Bond WW 09-06 Wastewater Collection System/Rehabilitation Program

EXHIBIT A

BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Addendum No. 1	April 19, 2018
Addendum No. 2	April 26, 2018
Addendum No. 3	May 15, 2018
Addendum No. 4	May 18, 2018

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

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C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.

E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.

F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID AND AWARD OF CONTRACTS

5.01 This contract is a multi-award contract through which more than one contract may be awarded through this solicitation. The Bid Schedule contains two schedules, Schedule A and Schedule B. Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the prices indicated under this article. The Bidder can elect to provide prices under Schedule A or Schedule B or both schedules. Bids must include all items under Schedule A or Schedule B, or both Schedule A and B. Each of Schedules A and B comprise Base Bid items and Additive Bid items. The Bidder shall provide base bid and additive bid(s) prices under each elected schedule.

Bids shall be evaluated by Schedule. Each of Schedules A and B shall be evaluated separately. The lowest responsive and responsible bidder shall be determined for each of Schedule A and Schedule B. Separate contracts will be awarded under Schedule A and Schedule B. One contract will be awarded to the lowest responsive and responsible bidder for Schedule A and one contract will be awarded to the lowest responsive and responsible bidder for Schedule B. If the same contractor is the lowest responsive and responsible bidder for both Schedules A and B, one contract for all the work under Schedules A and B will be awarded.

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Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				SCHEDULE A – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
1	Mobilization and Demobilization	LS	$293,780.00	1	$ 293,780.00
2	Insurance and Bonds	LS	$132,201.00	1	$ 132,201.00
3	Permits	LS	$44,067.00	1	$ 44,067.00
4	12" PVC pipe, installed by open trench, including PVC pipe, fittings, warning/identification tape, cleaning, connections to manholes, adjustment existing channel and bench, testing, and all incidentals, in place complete.	LF	$1,500.00	22	$ 33,000.00
5	18" PVC pipe, installed by open trench, including PVC pipe, fittings, warning/identification tape, cleaning, connections to existing manholes, adjustment existing channel and bench, testing, and all incidentals, in place complete.	LF	$1,800.00	12	$ 21,600.00
6	30" PVC pipe, installed by open trench, including existing pipe removal, pipe, fittings, warning/identification tape, cleaning, manhole connections, testing, and all incidentals, in place complete.	LF	$2,000.00	461	$ 922,000.00
7	Unclassified Trench Excavation and Backfill, including protection of existing utilities if necessary, excavation, installation of sheet piles, cutting and removal of sheet piles, shoring, groundwater cutoff wall, dewatering and dewatering effluent disposal, muck handling and disposal, backfill, pipe bedding, CLSM, temporary erosion control measures, traffic control work, miscellaneous restoration work, and all incidentals required to complete the work.	CY	$600.00	913	$ 547,800.00
8	Precast Sewer Manhole, SMH-6901A and 493A, including reinforced concrete base, precast concrete riser and cone, flexible pipe seals and connectors, grade adjustment ring(s), frame and cover, epoxy-coating, channelized inverts, testing, CLSM, temporary erosion control measures, traffic control work, incidentals, and all necessary labor, materials and equipment, in place complete.	EA	$30,000.00	2	$ 60,000.00

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Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				SCHEDULE A – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
9	Drop Precast Sewer Manhole, SMH-6908B, including demolition of existing SMH-10312, reinforced concrete base, precast concrete riser and cone, chimney, flexible pipe seals and connectors, grade adjustment ring(s), frame and cover, epoxy-coating, channelized inverts, testing, CLSM, temporary erosion control measures, traffic control work, incidentals, and all necessary labor, materials and equipment, in place complete.	EA	$ 30,000.00	1	$ 30,000.00
10	Rehabilitation of sewer manhole with epoxy coating, including cleaning, surface preparation, cementitious underlayment, concrete channel and bench construction, existing pipe cut & connection, plugging existing pipe, epoxy topcoat, grout injection for leak repair, traffic control work, and all incidentals, in place complete.	EA	$ 22,500.00	14	$ 315,000.00
11	Abandon existing sewer pipes including plugging and filling with CLSM, all incidentals, in place complete.	LF	$ 250.00	280	$ 70,000.00
12	Unplug 21" existing pipe, plug 15" existing SL-9650 and channel & bench reconstruction at SMH-6897	LS	$ 30,000.00	1	$ 30,000.00
13	Sewer Flow Control, including diversion and bypass pumping plan, temporary bypass piping and pumps, pipe plugs, bypassing at sewer laterals (including locating and exposing cleanouts), temporary trenches (including pavement demolition, excavation, backfill, trench covers, temporary and permanent asphalt concrete (AC) pavement, muck handling and disposal), electrical and standby power/pumps, monitoring, spill containment/mitigation, traffic control work, temporary erosion control measures, all related restoration work, in place complete.	LS	$ 300,000.00	1	$ 300,000.00
14	Removal of existing pavement including all necessary labor, materials and equipment, in place complete	SY	$ 50.00	2,867	$ 143,350.00

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Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				SCHEDULE A – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
15	AC Pavement Resurfacing, including asphalt concrete base, cold planing, pavement transitions, prime coat, tack coat, traffic striping, miscellaneous restoration, and all necessary labor, materials and equipment, in place complete	SY	$ 150.00	2,867	$ 430,050.00
16	Pavement marking including all necessary labor, materials and equipment, in place complete	LS	$25,000.00	1	$ 25,000.00
17	As-Built drawings	LS	$10,000.00	1	$ 10,000.00
	SCHEDULE A – Base Bid (TOTAL Items 1 through 17, inclusive)				$ 3,407,848.00

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Additive Bid No. 1

Description of Work: Archaeological monitoring.

				SCHEDULE A – Additive Bid No. 1	
1	Archaeological and cultural resource services to add new laydown staging areas outside of the suggested areas or outside of the area of potential effect as defined the Archaeological Monitoring and Data Recovery Plan for the project and resubmit to the Department of Parks and Recreation, Guam Historic Resources Division/State Historic Preservation Office for approval and acceptance.	LS	$ 150,000.00	1	$ 150,000.00
	SCHEDULE A - Additive Bid No. 1 (TOTAL Items 1, inclusive)				$ 150,000.00

EJCDC P-400, Suggested Bid Form for Procurement Contracts.
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Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B - Additive Bid No. 2
Description of Work: Archaeological monitoring.

				SCHEDULE B – Additive Bid No. 2	
1	Archaeological and cultural resource services to add new laydown staging areas outside of the suggested areas or outside of the area of potential effect as defined the Archaeological Monitoring and Data Recovery Plan for the project and resubmit to the Department of Parks and Recreation, Guam Historic Resources Division/State Historic Preservation Office for approval and acceptance.	LS	$_____	1	$_____
			SCHEDULE B - Additive Bid No. 2 (TOTAL Items 1, inclusive)		$_____

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond.

B. List of Proposed Major Suppliers;

C. Required Bidder Qualification Statement with Supporting Data.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

EJCDC P-400, Suggested Bid Form for Procurement Contracts.
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Exhibit C

GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913
Engineering Division
Phone: (671) 300-6058 Fax: (671) 647-2621

GWA FINANCE & ACCOUNTING ADMINISTRATIVE OFFICE
RECEIVED
JAN 14 2020
BY: 1358

CHANGE ORDER NO. 1

Project No. & Title:	Route 4 Relief Sewerline Rehabilitation and Replacement GWA Project No. S15-006-EPA		
Contractor's Name:	ProPacific Builders Corporation	Original Contract Date:	September 13, 2018

TO: ProPacific Builders Corporation

You are directed to make changes noted below in the subject contract. The changes are accepted by:

Vicente Escabillas, Operations Manager
Contractor Representative (Print Name & Title)

Signature — Date: 1/6/20

PREPARED BY:
George Watson
Project Engineer — Date: 1/10/2020

John Riegel P.E.
Managing Engineer — Date: 1/10/2020

RECOMMEND APPROVAL:

for Thomas Cruz, P.E. — Maureen McDonald, Acting Chief Engineer — Date: 01/14/2020
Chief Engineer

G.L. NO.	**S202.105321.420000**
Contract No.:	**795 OS**
Vendor No.:	**26731**
Amount:	**$276,760.19** (m96926 17)

Nature of Changes:

This Change Order serves to 1) extend the contract 193 days, and 2) add $276,760.19 due to permitting and permit conditions.
1) As described in Enclosure 1, due to delays and challenges with obtaining the permit and the restricts on the contractor in the permit conditions, 193 days are to be added to the contract time.
2) Due to permitting, permit time restrictions, additional traffic control to satisfy permit conditions, as well as orther direct costs as described on page 3 in Enclosure 2, $276,760.19 will be added to the contract value.
With the addition of the 193 days, the contract now extends to July 17, 2020.
The costs of $276,760.19 will come from the project contingency.
With the addition of the $276,760.19, the new contract value will be $3,684,608.19.

Enclosures:

1) ProPacific "Request for Time Extension" letter
2) ProPacific "Request for Cost Adjustment Due to DPW Permit Conditions" letter

The changes result in the following adjustment of contract price and time:

Contract price prior to this change order	**$3,407,848.00**
Net (increase)(~~decrease~~) from this Change Order (subject to approved terms & conditions)	**$276,760.19**
Current contract price including this Change Order	**$3,684,608.19**
Contract time prior to this Change Order 480 calendar days	
Net (increase)(~~decrease~~) resulting this Change Order 193 calendar days	
Current contract time including this Change Order 673 calendar days	

CERTIFIED FUNDS AVAILABLE:

Taling M. Taitano
Chief Financial Officer, GWA
Date: 2/4/2020 — 02/04/2020

APPROVED:
Miguel C. Bordallo, PE
General Manager
Date: 2.6.2020

(Name & Title)
Finance/Accounting
Date:

GUAM WATERWORKS AUTHORITY
BUDGET OFFICE
GM - From GM
BUDGET OFFICER
DATE: 2/7/20 TIME 11:33 AM

S15-006-EPA Route 4 Relief Sewerline Rehabilitation And Replacement

Cost Adjustment Due to DPW Permit Conditions

	Description	Cost on Existing Contract					Change Order Cost		
		Contract Cost	Qty	Unit	Unit Cost	Reference	Add'l Qty	Unit	Cost Adjustment
1	Extended Permit and Clearance Fees (DZSP & HEP only)					See Cost Reference "A"			
	Highway Encroachment Permit				25.00	HEP -19-007	6	Mo	150.00
	DZSP Clearance				1,650.00	DZSP21 Dig Permit	2	/3 Mo.	3,300.00
2	**Direct Costs**	340,784.80	15	Mo	22,718.99		6.5	Mo	
	Operations Manager				4,000.00		3	Mo	12,000.00
	Project Manager				6,000.00		6.5	Mo	39,000.00
	Liaison Officer/Project Engineer				4,000.00		6.5	Mo	26,000.00
	Site Superintendent				4,000.00		2	Mo	8,000.00
	Office Expenses & Service Vehicles				4,718.99		6.5	Mo	30,673.44
3	Additional Traffic Control Devices and Set-ups.					See Cost Reference "C":			
	Traffic Signs		18	Set	145.20	Pacific Sign Shop Invoice	56	Set	8,131.20
	Number of Set-ups (& Removal)		107	Ea	20.00	See Cost Reference "C"	168	Ea	3,360.00
	Advisory Boards (first 3 sets not charged)		0	Set	491.48	Pacific Sign Shop Invoice	3	Set	1,474.45
	Arrow Panel		2	Set	14,139.00	Nico & CTSI Invoice	1	Set	14,139.00
4	Workers 1 Hr. Idle Time Adjustment (Equipments not charged)				167.66	See Cost Reference "D"	188	WD	31,521.00
						SUB-TOTAL			**177,749.09**
						Overhead & Profit (15%)			**26,662.36**
						SUB-TOTAL			**204,411.45**
						GRT (5.21%)			**10,654.95**
5	Extended Bond & Insurance	132,201.00	15	Mo	8,813.40	See Cost Reference "E": SOV Item 2.0	7	Mo	61,693.80
						TOTAL COST			**276,760.19**

Enclosure 1

PROPACIFIC BUILDER CORPORATION
(formerly Guam Yooshin Corporation)
750 Route 8 Suite 202 Hanam Plaza,
Barrigada, Guam 96913
T. 671.477.3109 | F. 671.477.7424 | jgyc@guam.net

Date; August 15, 2019

To: George Watson, PE
Program Manager
Brown & Caldwell

Thru: Tyrone De Guzman, PE
Project Manager
EMPSCO Engineering Consultants

Subject: **S15-006-EPA (Schedule A)**
Route 4 Relief Sewerline Rehabilitation and Replacement

Reference: **REQUEST FOR TIME EXTENSION**

Dear Mr. Watson,

May I inform you that the remaining time of 126 CD under our contract is no longer sufficient to succesfully finish the project. Based on PPBC's contract time of 450 CD and the approved revised Construction Schedule, PPBC's scheduled permitting time = 161 CD, other General Requirements = 147, and Construction = 276 CD including Close-outs (*please see Exhibit "A"*).

PPBC initialy alloted 71 CD permitting time on the Start-up Construction Schedule for the remaining agencies not completed by AECOM submitted on Nov. 7, 2018 and later adjusted it to 161 CD on the revised Construction Schedule which was approved on March 01, 2019. Still, duration of permit application process took longer which also exceed the time alloted to General Requirements, (Administrative & Material Submittals, Government Reviews, Off-island Material Procurement , & Fabrications including deliveries) and to include Guam DPW permit conditions, the remaining time under our Construction is no longer sufficient. The following are the circumstances that go beyond our control:

1. Supporting Documents:

- Although PPBC continue the permit application right-away upon receipt of the permit application form and permit drawings from AECOM dated Oct. 5, 2018, PPBC requested the required supporting documents such as Section 106 Review as well as authorization letters in advance from BrnCald & RPR (during the Pre-Con Meeting) but just **recieved the Section 106 Review on Oct. 17, 2018 (after 2 weeks)** and the **authorization on Nov. 1, 2018 (after a month)** which resulted the **clearance application stucked in DPR.** Not until copy of Section 106 was provided to DPR they did sign the clearance.

2. New Requirements:

- New requirements in the processing of Building Permit were applied in this project and being high visibility project, permitting agencies became more stringent in processing the permit. Some forms were revised by permitting agencies such as the HEP routing slip wherein a lot of government agencies and private utility companies were added, each have their own requirement especially DZSP-21.

- PPBC processed HEP clearance upon receipt of the Permit application form and Permit Drawings knowing that this is a pre-requisite of DPW-Highways Division in processing Building Permits for road projects. The new routing slip have added a lot of utility companies and agencies that need to sign off in the clearance (please see attachment "2" in the Timelines).

- **Difficulty in acquiring clearance from DZSP-21 due to base access** is also an additional factor. We have to set-up meetings with DZSP personnel outside the base on their convenient times during the processing of the clearance. Furthermore, eventhough I have explained to them that the project is off-base and is not DoD-funded project, they still applied their own procedure with their own Dig Permit routing slip that went to many sections similar to the one from DPW-HEP before DZSP supervisor will sign the clearance form from DPW. After regular follow-up & communications, they sign the clearance **after 2 weeks, dated Oct. 22, 2018.**

3. GEPA Processing:

- While processing the DPW-HEP clearance, PPBC started in doing plans & shop drawing submittals required by GEPA (simutaneous with the project submittals intended for the CM) including those which are not required by contract. Researches, study of methods, & sourcing of materials & equipments to be incorporated in these plans were also done during this period. PPBC submitted these to GEPA on October 16, 2018 and received review comments on Nov. 9, 2018 after constant follow-up thru personal appearances, phone calls, & e-mails.
- **GEPA is not satisfied on the Erosion & Sediment Control Drawings** incorporated in the Permit Drawings so they require a separate pages of ESC Plans. PPBC relayed the comments on Nov.9, 2018 to CM and BrnCald since this is still part of the design but they just asked us to do it. We requested CAD files right-away to generate the required drawings and **received the requested CAD files from BrnCald, almost 3 weeks after the request.** We finally able to submit the PE signed & sealed ESC Drawings to GEPA on January 24, 2019. Submittals that previously have "RR" reviews were also re-submitted on February 6, 2019 and the BP clearance was finally signed on February 14, 2019 while the HEP clearance was signed on February 20 and both clearances were released on February 20, 2019. It took **4 months & 4 days** (from Oct. 16, 2018 - Feb. 20, 2019) before it was signed off.

- Just like the DPW-Highways Div, GEPA are hesitant to sign the clearance and approve the submitted plans citing the complexity of the project. They sign off the clearance after PPBC provided all information they are requiring and with aggressive follow ups. With all these difficulties and delays incurred from GEPA, still **PPBC did not include the delay of 100 CD on our claim for time extension.**

4. DPW Processing:

- Traffic control plans were **resubmitted to and rejected by DPW-Highways multiple times.** It took seven (7) revisions and resubmissions before it was finally accepted by DPW-Highways Division and forwarded the processing to DPW-Engineering Div.

- DPW-Highways Division required Night-time Traffic Control Plans, Re-routing Schemes, and a new Laydown area. Although PPBC drafted the drawings to fast-track the design, AECOM that will sign and seal the drawings is off-island for 2 weeks.

- **DPW-Highway Division personnel does not want to sign the clearance** eventhough we comply to all requirements citing the complexity of the project and their frustrations to other GWA highway projects. It took **four (4) months** (from February 20, 2019 to June 20, 2019) with multiple meetings, interference by Agency General Managers, and revision in design and scope to reduce lane closures before it was finally approved with conditions by DPW-Highways Division and forwarded the processing to DPW-Engineering Div.
-

(*Please see exhibit "B"*).

5. Permit Conditions:

a. Working Time Limitations: DPW approved the permit with conditions that "No work between the hours of 6:00AM-9:00AM and 4:00PM-6:00PM during weekdays" . This reduced our production time of 2 hours daily or 25% although we need to pay our equipment rentals and our workers the complete 8 hours daily otherwise we are going to lose them.

(*Please see exhibit "C"*)

b. Construction Sequence Limitations: DPW-Highways does not allow us to have open excavation works in 2 locations simultaneously per our meeting with them (BrnCald was represented in that meeting). In our submitted Initial Construction Schedule, constructions of new SMHs will be done simultaneoously. In their condition, we need to add time for the duration to construct 1 SMH in the schedule.

Although we recognize that the time for performing under the agreement is essential, with these circumstances that are beyond our control, which have made a great impact on our construction schedule to complete the project on time, we are requesting for an **extension of 193 CD** in order for us to complete the project that conforms to our agreement.

Please do not hesitate to get in touch with us if you wish to discuss this further.

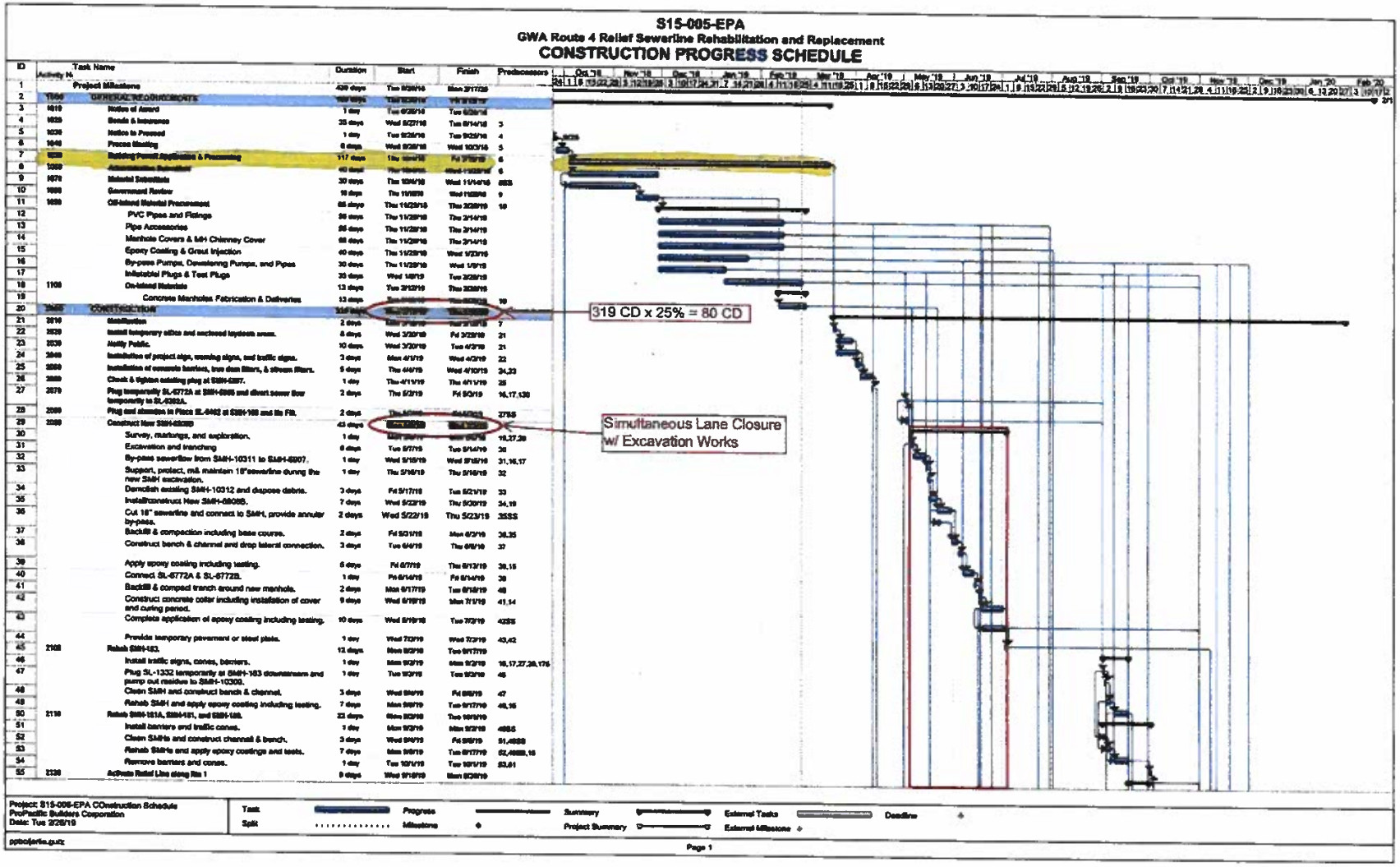
Thank you very much.

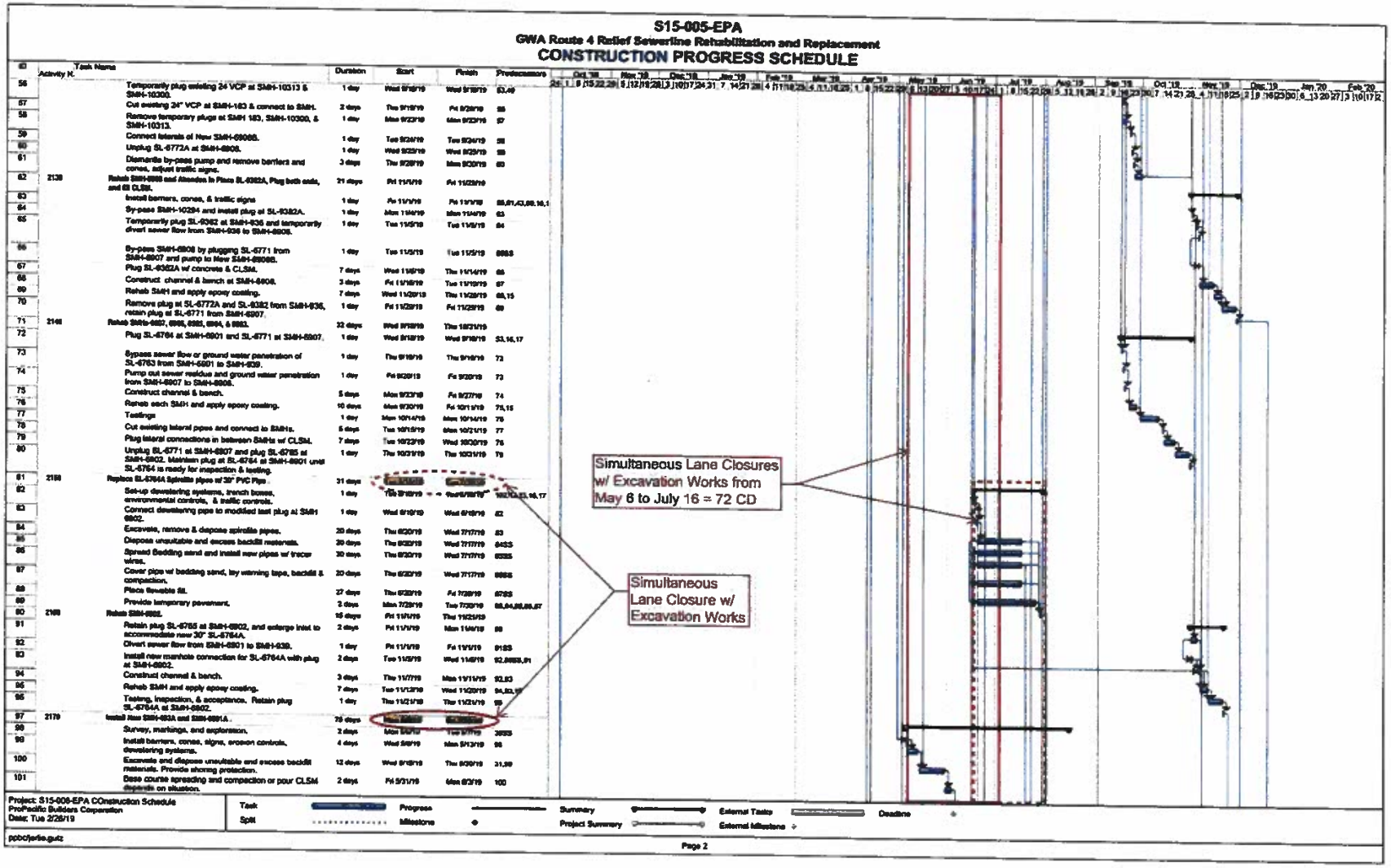
Sincerely,

Jerlie M. Gutierrez
Project Manager
ProPacific Builders Corp.

SUMMARY BREAKDOWN:

I.	**TIME LOST**					
	A.	Permiting Application:				
		1.	Supporting Documents		9	CD
		2.	New Requirements		14	CD
		3.	GEPA Processing	127-27	100	CD
		4.	DPW Processing	120-13	107	CD
	B.	Permit Conditions:				
		1.	2 hrs/day lost or 25% of Const. Period	276 CD x 25%	69	CD
		2.	Lost Days for Supposedly Simultaneous Lane Closure associated w/ Excavation Work		72	CD
	C.	Total :			**371**	**CD**
II.	**TIME REQUESTED:**					
	A.	Permit Process:				
		1.	Anticipated Bldg. Permit released on approved Const. Schedule to actual released: From March 15, 2019 to June 27, 2019		104	CD
	B.	Permit Conditions:				
		1.	2 hrs/day lost or 25% of Const. Period	276 CD x 25%	69	CD
		2.	Lost Days for Supposedly Simultaneous Lane Closure associated w/ Excavation Work		72	CD
	C.	Total number of days requested:			**245**	**CD**
III.	**Negotiated by EMPSCO (to be only by end of June 2020).**				**193**	**CD**


S15-005-EPA
GWA Route 4 Relief Sewerline Rehabilitation and Replacement
CONSTRUCTION PROGRESS SCHEDULE
319 CD x 25% = 80 CD
Simultaneous Lane Closure
w/ Excavation Works


S15-005-EPA
GWA Route 4 Relief Sewerline Rehabilitation and Replacement
CONSTRUCTION PROGRESS SCHEDULE
Simultaneous Lane Closures w/ Excavation Works from May 6 to July 16 = 72 CD
Simultaneous Lane Closure w/ Excavation Works
Project: S15-005-EPA COnstruction Schedule
ProPacific Builders Corporation
Date: Tue 2/25/19
Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline
Page 2

S15-005-EPA

GWA Route 4 Relief Sewerline Rehabilitation and Replacement

CONSTRUCTION PROGRESS SCHEDULE

ID	Activity N	Task Name	Duration	Start	Finish	Predecessors
102		Install new SMHs. Form & place concrete on level where lateral crosses.	10 days	Tue 6/4/19	Mon 6/17/19	101
103		Backfill & compaction, spread bedding sand up to bottom of new pipes.	6 days	Tue 6/18/19	Mon 6/24/19	102
104		Backfill & compaction after installation of manhole connections for laying of pipes.	4 days	Thu 7/18/19	Tue 7/23/19	103,111,88
105		Construct channel and bench.	3 days	Wed 7/24/19	Fri 7/26/19	104
106		Construct Concrete Collar including Curing.	10 days	Fri 6/7/19	Thu 6/15/19	4253,105,113,11
107		Provide temporary pavement.	1 day	Fri 8/16/19	Fri 8/16/19	114SS,105
108		Apply epoxy coating.	1 day	Wed 7/24/19	Wed 7/24/19	110,104,15
109	2185	Install New 12" PVC pipes.	30 days	Tue 6/25/19	Fri 8/16/19	
110		Install manhole connections to SMH-493A & SMH-6901A.	2 days	Tue 6/25/19	Wed 6/26/19	103,12,13
111		Spread bedding sand and lay new 12" PVC pipes with tracer wire.	3 days	Thu 6/27/19	Mon 7/1/19	110
112		Cover pipe w/ bedding sand, backfill & compaction with warning tape.	2 days	Tue 7/2/19	Wed 7/3/19	111
113		Place flowable fill.	7 days	Wed 7/24/19	Thu 8/1/19	112,104
114		Provide temporary pavement.	1 day	Fri 8/16/19	Fri 8/16/19	113,105
115	2186	Replace SL-6764 Spirolite pipes w/ 39" PVC Pipe.	89 days	Wed 7/31/19	Tue 10/8/19	
116		Set-up dewatering systems, trench boxes, erosion controls, & traffic controls while maintaining sewer flow diversion from SMH-6901 to SMH-939.	1 day	Wed 7/31/19	Wed 7/31/19	104,12,13,102,88
117		Excavate, remove & dispose spirolite pipes.	30 days	Thu 8/1/19	Wed 9/11/19	116,132
118		Dispose unsuitable and excess backfill materials.	30 days	Thu 8/1/19	Wed 9/11/19	117SS
119		Spread bedding sand and install new pipes w/ tracer wire.	38 days	Thu 8/1/19	Wed 9/18/19	116SS,111SS
120		Cover pipe w/ bedding sand, lay warning tape, backfill & compaction.	35 days	Thu 8/1/19	Wed 9/18/19	119SS,112SS
121		Place flowable fill.	37 days	Thu 8/1/19	Fri 9/20/19	120SS,113SS
122		Provide temporary pavement.	38 days	Fri 8/16/19	Tue 10/8/19	121SS,114SS
123	2206	Install New 18" Interlie Between SMH-6901 & SMH-939.	23 days	Fri 4/12/19	Tue 5/14/19	
124		Install traffic controls, erosion control, safety signs, and set up dewatering pumps and by-pass systems.	1 day	Fri 4/12/19	Fri 4/12/19	12,13,16,17,38
125		Excavation and disposal of unsuitable/excess materials.	6 days	Mon 4/15/19	Fri 4/19/19	124
126		Compact base, spread base course & compact or CLSM and spread bedding sand.	2 days	Mon 4/22/19	Tue 4/23/19	125
127		Temporarily plug SL-6763 at SMH-6900.	1 day	Wed 4/24/19	Wed 4/24/19	126
128		Lay new PVC pipes with tracer wires and connect to SMHs.	2 days	Thu 4/25/19	Fri 4/26/19	127
129		Backfill & compaction and lay warning tape.	2 days	Mon 4/29/19	Tue 4/30/19	128
130		Pipe Testing	1 day	Wed 5/1/19	Wed 5/1/19	129
131		Place flowable fill and let it cure for minimum of 7 days.	7 days	Thu 5/2/19	Fri 5/10/19	130
132		Provide temporary pavement and restore gutter and grass.	2 days	Mon 5/13/19	Tue 5/14/19	131
133	2218	Rehab SMH-6901.	13 days	Fri 11/22/19	Tue 12/10/19	
134		Retain plug at SL-6764A in SMH-6902 and unplug SL-6764 at SMH-6901.	1 day	Fri 11/22/19	Fri 11/22/19	98,131
135		Plug SL-6763 at SMH-6900 and the new 18" interlie at SMH-939.	1 day	Fri 11/22/19	Fri 11/22/19	134SS
136		By-pass sewer flow from SMH-6900 to SMH-492 if there is flow.	1 day	Fri 11/22/19	Fri 11/22/19	135SS
137		Clean SMH and construct channel & bench.	5 days	Mon 11/25/19	Fri 11/29/19	136,126,134
138		Rehab SMH and apply epoxy coating including testing.	7 days	Mon 12/2/19	Tue 12/10/19	137,15
139	2228	New SL-6764 & SL-6764A Inspections & Testings.	24 days	Thu 9/19/19	Tue 11/5/19	
140		Mandrel inspections.	30 days	Thu 9/19/19	Wed 10/30/19	120
141		CCTV Inspections.	2 days	Thu 10/31/19	Fri 11/1/19	140
142		Joint testing and leakage testing.	2 days	Mon 11/4/19	Tue 11/5/19	141
143	2239	Connect SL-1285 to SMH-493A and plug exiting 12" w/ CLSM.	7 days	Wed 11/6/19	Thu 11/14/19	
144		By-pass sewer flow from the upstream SMH of SL-1285 to SMH-6901A.	2 days	Wed 11/6/19	Thu 11/7/19	112,142
145		Cut and connect SL-1285 to SMH-493A.	2 days	Fri 11/8/19	Mon 11/11/19	144
146		Plug, fill CLSM, & abandon 12" pipe from SMH-493A to SMH-494.	3 days	Tue 11/12/19	Thu 11/14/19	145
147	2248	Rehab SMHs-6900 & 6896.	19 days	Fri 11/22/19	Wed 12/18/19	
148		Maintain plug in SL-6760 at SMH-6897 and plug at SL-6763 at SMH-6900.	1 day	Fri 11/22/19	Fri 11/22/19	134SS

Project: S15-006-EPA COnstruction Schedule
ProPacific Builders Corporation
Date: Tue 3/26/19

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

ppbcfjerle.quiz

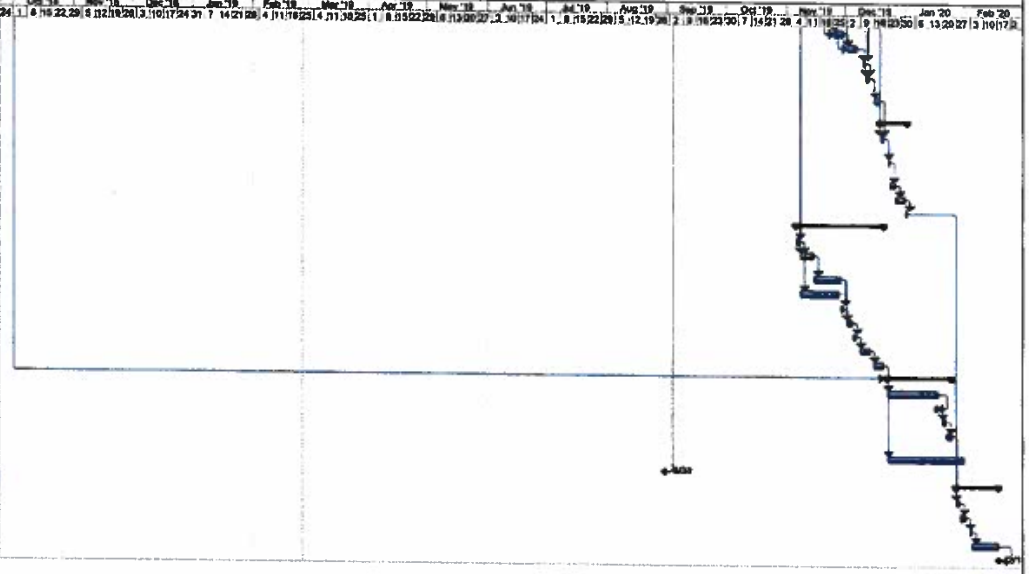
Page 3

S15-005-EPA

GWA Route 4 Relief Sewerline Rehabilitation and Replacement

CONSTRUCTION PROGRESS SCHEDULE

ID	Activity N	Task Name	Duration	Start	Finish	Predecessors
149		Clean SMHs and construct channel & bench.	5 days	Mon 11/25/19	Fri 11/29/19	148,137SS
150		Reheb SMHs and apply epoxy coating.	5 days	Mon 12/2/19	Fri 12/6/19	149,138SS,15
151		Unplug SL-6763 at SMH-6800.	1 day	Wed 12/11/19	Wed 12/11/19	150,135
152		Cut existing lateral pipe and connect to SMH, apply epoxy coating around pipe.	2 days	Thu 12/12/19	Fri 12/13/19	151,142,146
153		Plug 8" pipe between SMH-6900 and SMH-942 w/ CLSM.	3 days	Mon 12/16/19	Wed 12/18/19	152
154	2230	Rehab SMH-6897.	10 days	Thu 12/19/19	Wed 1/1/20	
155		Install barriers, cones, traffic signs, warnings, and preparations.	2 days	Thu 12/19/19	Fri 12/20/19	153,148,142,130
156		Unplug SL-6760 at SMH-6897 and provide test plugs w/ by-pass for SL-6759 to SL-6760.	1 day	Mon 12/23/19	Mon 12/23/19	155
157		Plug SL-6630 w/ CLSM and abandon in place.	3 days	Tue 12/24/19	Thu 12/26/19	156
158		Clean SMH construct channel & bench.	3 days	Fri 12/27/19	Tue 12/31/19	157
159		Remove test plugs w/ by-pass.	1 day	Wed 1/1/20	Wed 1/1/20	156
160	2260	AC Pavement Resurfacing	33 days	Wed 11/6/19	Fri 12/20/19	
161		Install warning signs, cones, barriers, and traffic signs.	2 days	Wed 11/6/19	Thu 11/7/19	143
162		Saw-cut and strip existing pavement including temporary pavement.	5 days	Fri 11/8/19	Thu 11/14/19	161,44,132
163		Repair & compact base.	10 days	Fri 11/15/19	Thu 11/28/19	162
164		Pre-paving conference	14 days	Fri 11/8/19	Wed 11/27/19	161
165		Compaction Tests	1 day	Fri 11/29/19	Fri 11/29/19	163
166		Mobilize paving equipments.	3 days	Mon 12/2/19	Wed 12/4/19	163,165,164
167		Apply tack coat.	2 days	Thu 12/5/19	Fri 12/6/19	166
168		Spread AC pavement.	5 days	Mon 12/9/19	Fri 12/13/19	167
169		Spread AC friction course.	5 days	Mon 12/16/19	Fri 12/20/19	168
170	2270	Traffic Striping & Pavement Markings.	25 days	Mon 12/23/19	Fri 1/24/20	988
171		30 days curing of AC pavement.	20 days	Mon 12/23/19	Fri 1/17/20	169
172		Install traffic signs and controls.	2 days	Thu 1/16/20	Fri 1/17/20	171FF
173		Lay-out and marking.	2 days	Mon 1/20/20	Tue 1/21/20	172
174		Apply traffic stripes, directional markings, and install pavement markings.	3 days	Wed 1/22/20	Fri 1/24/20	173
175	2280	Miscellaneous Restorations and Close-up	28 days	Mon 12/23/19	Thu 1/30/20	169
176		INSTITUFORM TO COMPLETE WORK	1 day	Fri 8/30/19	Fri 8/30/19	
177	3040	CLOSE-OUT	10 days	Mon 1/27/20	Mon 2/17/20	
178	3010	Pre-final Inspections	2 days	Mon 1/27/20	Tue 1/28/20	158,174
179	3020	Demobilization and Final Clean-up.	3 days	Wed 1/29/20	Fri 1/31/20	178
180	3030	Final Inspection.	1 day	Mon 2/3/20	Mon 2/3/20	179
181	3040	Close-out Submittals	10 days	Tue 2/4/20	Mon 2/17/20	180
182	3050	Contract Completion	1 day	Mon 2/17/20	Mon 2/17/20	181FF



Project: S15-008-EPA CConstruction Schedule
ProPacific Builders Corporation
Date: Tue 3/26/19

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

pptxcjena.gutz

Page 4

Enclosure 2

PROPACIFIC BUILDER CORPORATION
(formerly Guam Yooshin Corporation)
750 Route 8 Suite 202 Hanam Plaza,
Barrigada, Guam 96913
T. 671.477.3109 | F. 671.477.7424 | igyc@guam.net

Date; November 29, 2019

To: George Watson, PE
Program Manager
Brown & Caldwell

Thru: Tyrone De Guzman, PE
Project Manager
EMPSCO Engineering Consultants

Subject: **S15-006-EPA (Schedule A)**
Route 4 Relief Sewerline Rehabilitation and Replacement

Reference: **REQUEST FOR COST ADJUSTMENT DUE TO DPW PERMIT CONDITIONS**

Dear Mr. Watson,

Due to the conditions set by DPW on our Building Permit and Highway Encroachment Permit which limit the working time during normal work days to just six (6) hours per day instead of 8 hours, a time adjustment is necessary and this will likewise impact the cost to succesfully complete the project. Attached is the detailed calculations and references for our request of cost adjustment associated with the impact of DPW Permit Conditions for the said project. Below are the explanations for the calculations:

1. Permits & Clearances: All utility clearances are required to be renewed to cover the duration of the construction phase. DPW-HEP and DZSP charge fee for these (please see attached copies of the receipts). We did not put our marked up on these as well as labor cost for processing.

2. **Direct Costs** .: Please see breakdown on the calculation.

3. Additional Traffic Control Devices and Set-ups: Please see the attached spreadsheet comparing the quantities of temporary traffic signs from Bid Drawings versus the Final Permit Drawings approved by DPW. We minimized the order quantities as much as possible.

4. Workers 1-hr Idle Time Adjustment: DPW approved the permit with conditions that "No work between the hours of 6:00AM-9:00AM and 4:00PM-6:00PM during weekdays". This reduced our production time of 2 hours daily although we need to pay our workers the complete 8 hours daily otherwise we are going to lose them. Only 1-hr idle time was charged based on our 2nd negotiation with EMPSCO and the other 1-hr will be shouldered by PPBC.

5. Bond & Insurance: Insurance companies insured the projects by month. We divided our contract cost item by month to the original duration of the project in getting the unit cost as a basis.

To have our share of the burden with the government, although the following are direct cost on our part we did not charge these:

1. We did not put labor cost for the processing of Permits and Clearances renewals.

2. Additional dewatering costs brought about by this limitation in time such as manpower, pumps & hoses, and gasoline consumptions. Since number of days for excavation activity became greater than an 8-hour working days, so as the number of times we have to dewater the trenches. Dewatering the trenches each day before we can start digging usually takes 2-3 hours or more.

3. Heavy equipments idle time and extended rental cost.

4. Concrete barriers and the additional traffic drums required by DPW and other high visibility warning devices.

5. The first set of re-routing advisory boards (3 each) including installation cost. These were replaced with new ones.

6. Additional temporary traffic signs with stands requested by Sinajana Mayor.

7. Although we already have a big excavator on site intended for trenching works, we were forced to rent a smaller excavator to fit in our activity area just to comply with the "2-lane open at all times" condition of the permit.

8. Overtime payment for Outside Normal Work Hours of the RPR and archeological monitor due to necessity of working during the weekends to be able to close one more lane of the road.

With these circumstances that are beyond our control, which have made a great impact on our construction cost, we are requesting for an **additional of $ 276,760.19** in order for us to complete the project that conforms to our agreement.

Please do not hesitate to get in touch with us if you wish to discuss this further.

Thank you very much.

Sincerely,

Jerlie M. Gutierrez
Project Manager
ProPacific Builder Corp.

Noted:

Jean Yeon Yu
President
ProPacific Builder Corp.

Cost Adjustment Due to DPW Permit Conditions

	Description	Cost on Existing Contract					Change Order Cost		
		Contract Cost	Qty	Unit	Unit Cost	Reference	Add'l Qty	Unit	Cost Adjustment
1	Extended Permit and Clearance Fees (DZSP & HEP only)					See Cost Reference "A"			
	Highway Encroachment Permit				25.00	HEP -19-007	6	Mo	150.00
	DZSP Clearance				1,650.00	DZSP21 Dig Permit	2	/3 Mo.	3,300.00
2	**Direct Costs**	340,784.80	15	Mo	22,718.99		6.5	Mo	
	Operations Manager				4,000.00		3	Mo	12,000.00
	Project Manager				6,000.00		6.5	Mo	39,000.00
	Liaison Officer/Project Engineer				4,000.00		6.5	Mo	26,000.00
	Site Superintendent				4,000.00		2	Mo	8,000.00
	Office Expenses & Service Vehicles				4,718.99		6.5	Mo	30,673.44
3	Additional Traffic Control Devices and Set-ups.					See Cost Reference "C":			
	Traffic Signs		18	Set	145.20	Pacific Sign Shop Invoice	56	Set	8,131.20
	Number of Set-ups (& Removal)		107	Ea	20.00	See Cost Reference "C"	168	Ea	3,360.00
	Advisory Boards (first 3 sets not charged)		0	Set	491.48	Pacific Sign Shop Invoice	3	Set	1,474.45
	Arrow Panel		2	Set	14,139.00	Nico & CTSI Invoice	1	Set	14,139.00
4	Workers 1 Hr. Idle Time Adjustment (Equipments not charged)				167.66	See Cost Reference "D"	188	WD	31,521.00
						SUB-TOTAL			**177,749.09**
						Overhead & Profit (15%)			**26,662.36**
						SUB-TOTAL			**204,411.45**
						GRT (5.21%)			**10,654.95**
5	Extended Bond & Insurance	132,201.00	15	Mo	8,813.40	See Cost Reference "E": SOV Item 2.0	7	Mo	61,693.80
						TOTAL COST			**276,760.19**

public works

COST REFERENCE "A"

Government of Guam
Intra-Office Memorandum

RECEIVED
JUN 21 2019
TREASURER OF GUAM
ONE STOP OFFICE
INITIAL

HEP-19-007

Date: _____

TO: Treasurer of Guam

PAYOR : **PROPACIFIC BUILDER CORPORATION**

Description	Account Name	Account No.	Amount
Highway Encroachment Permit Fee	Application Fee (Non-refundable)	310056204	7 X $25.00 (7 MONTHS)
Cash Deposit Fee for Excavation in the Roadway (Public Law 31-83)	Cash Deposit Fees (Refundable)	120823110	
Contractor Cash Deposit Fees prior to Public Law 31-83 (Oct.31, 2011)	Cash Deposit Fee (Refundable)	110023110	
Performance Bond (Company Insurance)	Company Insurance Bond Number #.	Bond Number:	SIS-006-EPA
	TOTAL:		$175.00

PURPOSE: SEWER LINE REHABILITATION & REPLACEMENT

TREASURER OF GUAM
(671)475-1122/(671)475-1105
RECEIPT NO 2219093888
DATE 06/21/2019 14:36
LOC/STATION 04/000000000O1
CASHIER TOGQUICV
PAY METHOD CHECK
AMOUNT $175.00

REFERENCE NO #####-007
DOCUMENT NO PROPACIFIC BLDR
TAX TYPE 310056204
AMOUNT $175.00

TOP COPY-MERCHANT BOT COPY-CUSTOMER

Signature of Authorizing Agent/ Issuing Office

1

DIGPMT
RTE 4

DZSP121

Customer Payment Information Sheet

Company or Command	Date
ProPacific Builders Corp	October 17, 2018
Point of Contact	**Telephone & Fax No.**
Jerlie M. Gutierrez	888-5602 / 477-3109
Address	**E-mail Address**
750 Rte 8 Ste 202 Barrigada GU	rgyc@guam.net

k:
ine along Rte 4 in the intersection of O'Brian drive and install
les along Rte 4 in Hagatna in the intersection of O'Brian Drive
n of Marine Drive.

DZSP 21 LLC
BLDG 100 NBG COMPLEX
SANTA RITA, GU 96915
10/19/2018 09:47:22
CREDIT CARD
MC SALE

CARD #	XXXXXXXXXXXX6598
INVOICE	0001
SEQ #:	0001
Batch #:	001519
Approval Code:	016743
Entry Method:	Manual
Mode:	Online
Tax Amount:	$0.00
SALE AMOUNT	$1650.00

$1,650.00

Payment Information

thod of payment:

☐ Cash	☐ Check

x 2

$ 3,300

ia credit card, please fill in the following information:

d: KEVIN Y K YU

[redacted] | Expiration Date: [redacted]

ZSP does NOT accept AMERICAN EXPRESS)

VISA or MASTERCARD

CUSTOMER COPY

Kevin Yu

(NOTE: Failure to provide this information will cause delay in processing payment). Please e-mail the completed form to: DZSP21CommercialProject@dzsp21.com or fax it to 671-339-3987.

TO BE COMPLETED BY DZSP 21

UOR No./ Cost Estimate No.	Project Abbreviation

KALIO FOR 3 MONTHS ONLY

FIN-F-0004 R5 Printed document may be obsolete – verify before use Printed on: 9/20/2017
Effective date: 18 SEPT 2017

(2)

B5 145-2019
WO# 691604
Abbrev: VFMDIG

ANNEX 1501 FACILITIES MANAGEMENT AND ENGINEERING SERVICES

SECTION D – CLEARANCE APPROVAL *(To be completed by DZSP 21)*		
CLEARING ELEMENTS	**REMARKS**	**SIGNATURE**
1. NAVY ELECTRICAL DISTRIBUTION	See attached clearance.	SABER.MILDRED.R.1267342004
2. NAVY POTABLE WATER DISTRIBUTION	See attached clearance.	SABER.MILDRED.R.1267342004
3. NAVY STEAM DISTRIBUTION	N/A	
4. NAVY WASTE WATER DISTRIBUTION	See attached clearance.	SABER.MILDRED.R.1267342004
5. ENVIRONMENTAL	(See attached Clearance, reference Form. no. ENV-F-0120/Annex 1800 document)	
SECTION E – CLEARANCE REVIEW/APPROVAL *(To be completed by NAVFACMARIANAS, coordinated by DZSP21)*		
1. NAVY COMMUNICATION LINE (by BaseComm)	See attached clearance.	SABER.MILDRED.R.1267342004
2. NAVY POL (by Fuel Division)	N/A	

SECTION F – CLEARANCE REVIEW/APPROVAL *(To be provided by Requester)*

1. OTHERS (Non NAVY Utilities) (by respective owner)

- [X] DOCOMO PACIFIC
- [X] GTA TELEGUAM
- [ ] GPA
- [ ] GWA
- [ ] Others (Specify) _____

(See attached Clearance documents submitted by CME/Requester)

SECTION G – ESS/UNEXPLODED ORDNANCE (MEC/MPPEH) *(To be identified by DZSP 21)*

Per Explosives Safety Submission Munitions Response Sites GUAM CONSTRUCTION SUPPORT, Amendment series.
NOTE: For DZSP21 internal requests and DZSP21 contracted work, Excavation Permit will not be approved without ESS Compliance. For all others, ESS Compliance is the responsibility of the requesting Department/Activity (See section B1). Contact NBG PWD 333-1326 for compliance requirements.

LIKELIHOOD AREA *(See JRM ESS Figures 2-2 Series)*	COMPLIANCE
[X] Not Applicable (Non DoD Project) [ ] Low (Green)	No action required ahead of construction. Construction site shall be managed as a low likelihood.
[ ] Moderate (Yellow) or High (Red). Site requires compliance for the construction footprint to applicable depths	NOT cleared. Actions required ahead of construction. Area is a safety hazard and may constitute an imminent and substantial endangerment to personnel and the local population. For all areas, emergency excavation on existing utility trench footprint is designated as occurring in a low likelihood. [ ] Proceed with Excavation per Anomaly Avoidance technique as per JRM ESS Sec 6.1.5

SECTION H – REMARKS/CAVEATS/VALIDITY/APPROVAL *(To be completed by DZSP 21)*

If unexploded ordnance is uncovered, STOP EXCAVATION, and call the following:
- 911
- JRM Region Operation Center (ROC) at 349-4004
- NBG Emergency Operation Center (EOC) at 339-7760/7338

If any utility damages occur, contact DZSP 21 Service Support Center (SSC) at 339-4400.
If any inadvertent archeological discovery, STOP WORK, and contact NAVFAC Environmental at 339-2083.
Upon project completion, discard utility marking flags, if any.

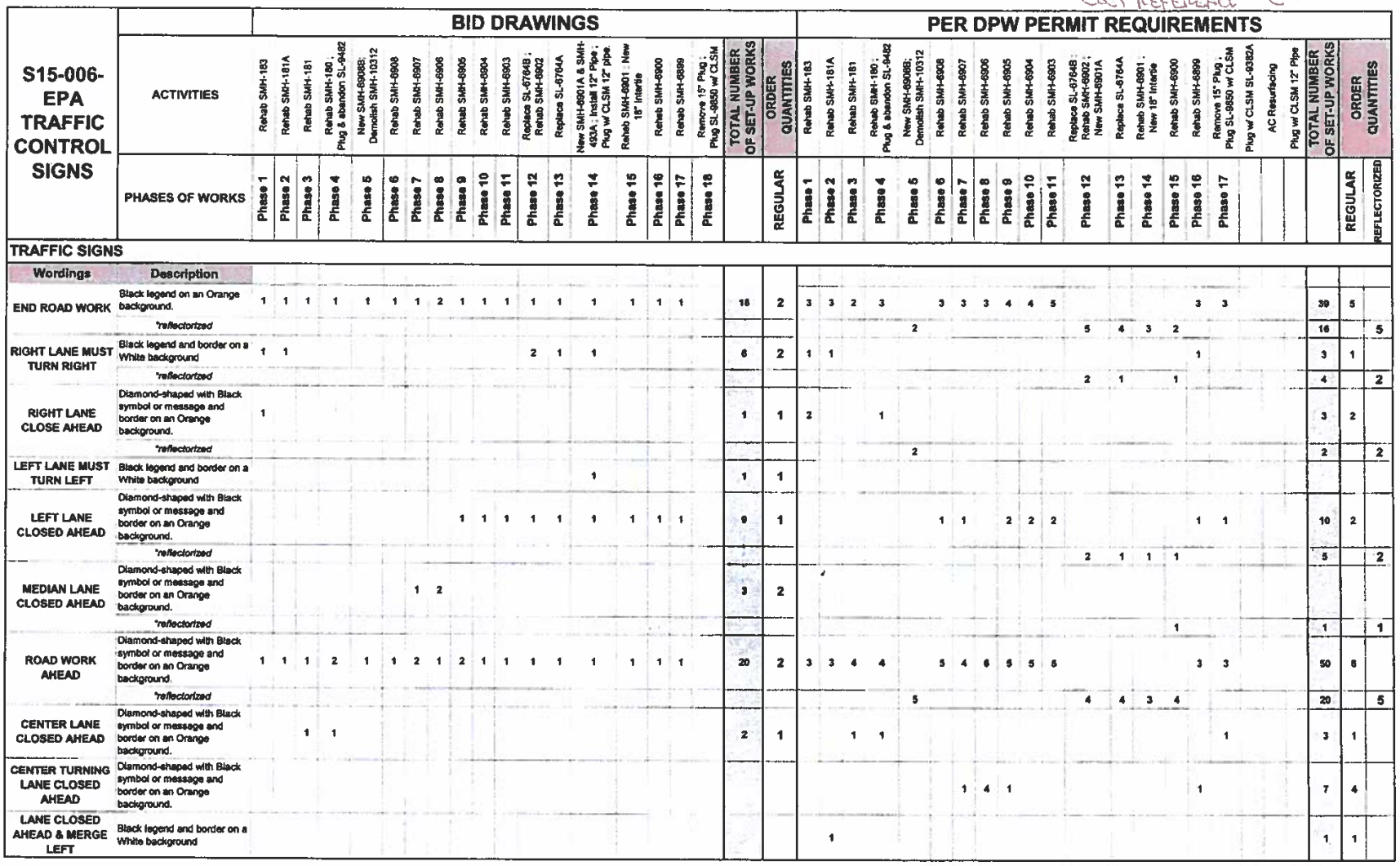
1. CLEARANCE VALID UNTIL *(MM/DD/YYYY)*	2. SIGNATURE	3. DATE *(MM/DD/YYYY)*
11/06/2019	Agustin M. Sapalo, P.E.	08/06/2019

FME-F-0004 (a) Rev. 9
Effective: 04-AUG-16

Printed document may be obsolete - validate before use

Printed Date: 04-AUG-16

(3)



S15-006-EPA TRAFFIC CONTROL SIGNS		BID DRAWINGS																					PER DPW PERMIT REQUIREMENTS																							
	ACTIVITIES	Rehab SMH-183	Rehab SMH-181A	Rehab SMH-181	Rehab SMH-180 ; Plug & abandon SL-9482	New SMH-69068; Demolish SMH-10312	Rehab SMH-6908	Rehab SMH-6907	Rehab SMH-6906	Rehab SMH-6905	Rehab SMH-6904	Rehab SMH-6903	Replace SL-6764B ; Rehab SMH-6902	Replace SL-6764A	New SMH-6901A & SMH-493A ; Install 12" Pipe ; Plug w/ CLSM 12" pipe.	Rehab SMH-6901 ; New 16" Interie	Rehab SMH-6900	Rehab SMH-6899	Remove 15" Plug ; Plug SL-9850 w/ CLSM	TOTAL NUMBER OF SET-UP WORKS	ORDER QUANTITIES	Rehab SMH-183	Rehab SMH-181A	Rehab SMH-181	Rehab SMH-180 ; Plug & abandon SL-9482	New SMH-69068; Demolish SMH-10312	Rehab SMH-6908	Rehab SMH-6907	Rehab SMH-6906	Rehab SMH-6905	Rehab SMH-6904	Rehab SMH-6903	Replace SL-6764B ; Rehab SMH-6902 ; New SMH-6901A	Replace SL-6764A	Rehab SMH-6901 ; New 16" Interie	Rehab SMH-6900	Rehab SMH-6899	Remove 15" Plug ; Plug SL-9850 w/ CLSM	Plug w/ CLSM SL-9382A	AC Resurfacing	Plug w/ CLSM 12" Pipe	TOTAL NUMBER OF SET-UP WORKS	ORDER QUANTITIES	
	PHASES OF WORKS	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Phase 10	Phase 11	Phase 12	Phase 13	Phase 14	Phase 15	Phase 16	Phase 17	Phase 18		REGULAR	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Phase 10	Phase 11	Phase 12	Phase 13	Phase 14	Phase 15	Phase 16	Phase 17					REGULAR	REFLECTORIZED
TRAFFIC SIGNS																																													
Wordings	**Description**																																												
END ROAD WORK	Black legend on an Orange background.	1	1	1	1	1	1	1	2	1	1	1	1	1	1	1	1	1		18	2	3	3	2	3		3	3	3	4	4	5					3	3				39	5	
	*reflectorized																									2							5	4	3	2						16		5
RIGHT LANE MUST TURN RIGHT	Black legend and border on a White background	1	1										2	1	1					6	2	1	1														1					3	1	
	*reflectorized																																2	1		1						4		2
RIGHT LANE CLOSE AHEAD	Diamond-shaped with Black symbol or message and border on an Orange background.	1																		1	1	2			1																		3	2	
	*reflectorized																									2																		2		2
LEFT LANE MUST TURN LEFT	Black legend and border on a White background														1					1	1																								
LEFT LANE CLOSED AHEAD	Diamond-shaped with Black symbol or message and border on an Orange background.									1	1	1	1	1	1	1	1	1		9	1					1	1		2	2	2						1	1				10	2	
	*reflectorized																																2	1	1	1						5		2
MEDIAN LANE CLOSED AHEAD	Diamond-shaped with Black symbol or message and border on an Orange background.							1	2											3	2																								
	*reflectorized																																			1						1		1
ROAD WORK AHEAD	Diamond-shaped with Black symbol or message and border on an Orange background.	1	1	1	2	1	1	2	1	2	1	1	1	1	1	1	1	1		20	2	3	3	4	4		5	4	6	5	5	5					3	3				50	6	
	*reflectorized																									5							4	4	3	4						20		5
CENTER LANE CLOSED AHEAD	Diamond-shaped with Black symbol or message and border on an Orange background.			1	1															2	1			1	1													1				3	1	
CENTER TURNING LANE CLOSED AHEAD	Diamond-shaped with Black symbol or message and border on an Orange background.																											1	4	1							1				7	4	
LANE CLOSED AHEAD & MERGE LEFT	Black legend and border on a White background																						1																				1	1	

COST REFERENCE "C"

(1)

MAKE U-TURN AT CENTER LANE NEAR MCDONALDS	Black legend and border on a White background																																											
	*reflectorized																																	1	2								3		2
MAKE U-TURN AT CHALAN STO. PAPA INTERSECTION	Black legend and border on a White background																																											
	*reflectorized																																	1	2								3		2
MERGE LEFT	Diamond-shaped with Black symbol or message and border on an Orange background.																								1																		1	1	
	*reflectorized																									1																	1		1
MERGE RIGHT	Diamond-shaped with Black symbol or message and border on an Orange background.																										1	1															2	1	
KEEP RIGHT	Black legend and border on a White background																										1																1	1	
	*reflectorized																									1																	1		1
NO LEFT TURN	Black legend and border on a White background																																											
	*reflectorized																																	1	3								4		3
LEFT TURN CLOSE AHEAD	Diamond-shaped with Black symbol or message and border on an Orange background.																																											
	*reflectorized																																		2								2		2
SLOW	Diamond-shaped with Black symbol or message and border on a Yellow background.																																						1				1	1	
	*reflectorized																																	2									2		2
25 MPH	Black legend on a Yellow background.	2	2	1	2	1	1	2	1	3	2	2	4	3	4	2	2	2		38	4	4	5	3	3		5	4	6	6	7	7					3	3				56	7	
	*reflectorized																									5							6	4	3	4						22		6
(Lane Merging)	Diamond-shaped with Black symbol or message and border on an Orange background.									1	1	1	1	1	1	1	1	1		9	1																	1					1	
(Lane Merging)	Diamond-shaped with Black symbol or message and border on an Orange background.																													1	1	1				1	1					5	1	
	*reflectorized																																2	2	1							5		2
(Arrows Separating Direction)	Diamond-shaped with Black symbol or message and border on an Orange background.			1	1															2	1			1	1																	2	1	
		6	6	5	7	3	3	6	8	8	8	6	10	8	10	6	8	8	8	107	18	13	13	11	14	16	16	14	19	19	19	20	23	25	11	14	13	13	9	9	9	275	36	38
MISCELLANEOUS																																												
Arrow Panel 1 Direction	Flashing arrow panel w/ atleast 12 Yellow panel lamps.	1	1				1	1	1	1	1	1	1							9	1	1	1				1	1		1	1	1					1	2				10	2	
Arrow Panel 2 Direction	Flashing arrow panel w/ atleast 12 Yellow panel lamps.			1	1					1			1							4	1			1	1																	2	1	
Re-routing Advisory Boards																																	3	3	3							3	3	

Pacific Signshop

Mailing Address: 111 Chalan Balako PMB 565
Dededo Guam 96929

Phone: 649-3581/ 888-5880/ 483-5650
Fax: 649-5650
Email: psignshop@gmail.com /
psignshop2@gmail.com

Physical Address: 1270 N. Marine
Corps Drive
Ste 105 Upper Tumon, Guam 96913

Invoice

Date	Invoice #
8/19/2019	19-08-0079

Bill To

PROPACIFIC BUILDERS
Attn: BRO. JERLIE
Ce: 888-5602
Tel: 477-3109
Fax:477-7424

SIS-006-EPA
RTE 4 GUAM

P.O. No.	Terms
	30 days

Quantity	Description	Rate	Amount
2	ea. 36" x 36" Reflective vinyl print mounted on galvanize MERGE LINE [symbol]	75.00	150.00

PACIFIC SIGN SHOP
1270 NORTH CHAMORRO DR
STE 105
TAMUNING, GU 96913
(671) 649-3581

Bank ID: 1394
Merchant ID: 9487
Term ID: 001

Sale

XXXXXXXXXXXX6598
MASTERCARD Entry Method: Chip

Amount: $ 150.00
Tax: $ 0.00
Total: $ 150.00

08/19/19 19:39:52
Inv #: 000004 Appr Code: 064290
Apprvd: Online Batch#: 230001
Retrieval Ref.#: 34219277

MasterCard
AID: A0000000041010
TSI: E800
TVR: 8000008000

Customer Copy

TRAFFIC SIGNS 25.00
WOOD STAND (PAINT NOT INCL.) 15.00
LABOR FOR WOOD STAND 30.00
OH/PMWFTT/STTS SHPV. (21%) 120.00
25.20
$ 145.20 EACH

paid

Term net 30, this invoices is payable within 30 days.
A late payment charge of 10% per month will be added to any invoice not paid w/in 30 days of invoices date. In case of default, addressee is responsible for collection cost of up to 33-13% in referred to collection agency, and for attorneys & court filing fees if referred for legal action.

Total $150.00

Print & Signature

Date

(3)

Invoice

Pacific Signshop
Mailing Address: 111 Chalan Balako PMB 565
Dededo Guam 96929

Phone: 649-3581/ 888-5880/ 483-5650
Fax: 649-5650
Email: psignshop@gmail.com /
psignshop2@gmail.com

Physical Address: 1270 N. Marine Corps Drive
Ste 105 Upper Tumon, Guam 96913

SIS 00 6 - EPA RTE 4, GWA

Date	Invoice #
7/3/2019	19-07-0016

Bill To

PROPACIFIC BUILDERS
Attn: Bro. JERLIE
Ce: 888-5602
Tel: 477-3109
Fax:477-7424

ADVISORY BOARDS

P.O. No.	Terms
	30 days

Quantity	Description	Rate	Amount
	Project: GWA Route 4 Sign		
3	ea. 4' x 8' Banner print	160.00	480.00
	Discount	-30.00	-30.00

BANNERS 450.00

FRAME - 3 PCS PLYFORM @ 28.55 = 85.65

18 PCS 2X4 X 10 @ 3.50 = 63.00

MISC. MATLS 20.00 168.55

LABOR COST 600.00

SUB TOTAL 1,218.55

OH/PROFIT/SITE SUP. (21%) 255.90

1,474.45

paid 07/05/19 - MC -

PACIFIC SIGN SHOP
1270 NORTH CORP DR
STE 105
TAMUNING, GU 96913
(671) 649 3581

Bank ID: 1394
Merchant ID: 9481
Term ID: 001

Sale

XXXXXXXXXXXX6598
MASTERCARD Entry Method: Chip

Amount: $ 450.00
Tax: $ 0.00
Total: $ 450.00

07/05/19 09:07:16
Inv #: 000001 Appr Code: 01982J
Apprvd: Online Batch#: 185001
Retrieval Ref.#: 31855434

MasterCard
AID: A0000000041010
TSI: E800
TVR: 0000008000

Customer Copy

le within 30 days.
month will be added to any invoice not paid w/in 30 days of invoices
s responsible for collection cost of up to 33-13% in referred to
s & court filing fees if referred for legal action.

Total $450.00

Print & Signature [signature] Date 7/5/2019

(4)

NICO ELECTRONICS — INVOICE

Mailing Address: P.O.Box 9984
City, State, ZIP: Tamuning, GUAM 96931
Business Address: 252-1 Mabini Street
(671) 864-9963
Dededo,Guam 96912
Business Lisence no. 201200054 / D.U.N.S # 855021733

Customer:
PROPACIFIC BUILDERS
JERLIE GUTIERREZ
6718885602

ARROW PANELS

QUOTATION NUMBER	NEI052320191
QUOTATION DATE	May 23, 2019
ACCOUNT NO.	
TERMS	
SALES REP	GERALD
SHIPPED VIA	OCEAN FREIGHT
F.O.B.	CALIFORNIA
PREPAID or COLLECT	PREPAID

Sales Tax Rate: 0.00%

QUANTITY		EACH	AMOUNT
3	Arrow Board Solar assisted 15 LED light with batteries mounted on trailer. Dimesions:100"x96"x92" Weight (approx.): 420 kg (920 lb.) ea	$10,999.00	$32,997.00
3	Replacement Taillights for arrow Board	Free of Charge	
8	Tire ring replacement for Drums	Free of Charge	
		SUBTOTAL	$32,997.00
	****** Product lead time is 2 Weeks ARO**	INLAND FREIGHT	INCLUDED
		OCEAN FREIGHT / DELIVERY	
		INSURANCE	$0.00
		TAX	INCLUDED
		TOTAL	$32,997.00
			$32,997.00 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Name:Gerald Driza
(671) 864-9963
nicoelectronics@guam.net
nicoelectronics10@gmail.com

MAKE ALL CHECKS PAYABLE TO:
Nico Electronics
Gerald V. Driza
Address: P.O.Box 9984
City, State, ZIP: Tamuning, Guam 96931

THANK YOU FOR YOUR BUSINESS!

ARROW PANELS — 10,999.00
SHIPPING COST — 3,140.00
14,139.00 EACH

(5)

CTSI Logistics Moving the world

P.O. Box 6067 • Tamuning, Guam 96931
Tel: (671) 646-2853/54 • Fax: (671) 646-2855

Invoice No: SI1907172
Invoice Date: 09/11/2019

INVOICE

Bill To :
NICO ELECTRONICS (NICOE1501)

SIS 005-EPL
RE 4 GWA

Job Type/Job No : SI / SI1902336GUM
Flight/Vessel No : RJ PFEIFFER 445"
MAWB/MBL No. : 7012808
HAWB/HBL No. : CTIBGUM194482LAX
Credit Terms : Pay Immediately
Due Date : 09/14/2019
Shipper : NICO ELECTRONICS
Consignee : NICO ELECTRONICS

Description	QTY	Unit Price	Amount
OFC OCEAN FREIGHT CHARGES	1.00	9420.080	9,420.08

÷ 3
3,140.00

Commodity : GENERAL CARGO
Remarks :
MATU4612170/45 - 3 UNT
Bank Details :
BANK OF GUAM
P. O. Box BW
Hagatna Guam 96932
ACCT. NAME: CTSI LOGISTICS
ACCT. NO.0102-071693

Total Amount 9,420.08

Prepared By: Aisa Pineda
signature over printed name

* SHIPPING COST OF ARMOR BOLTS

Authorized Signature

Please read carefully - additional terms and conditions.
1. Customer by signing this invoice expressly agrees with all the terms and conditions hereof.
2. Overdue amounts refer to those accounts not paid within 30 days after each separate transaction. In the event of late payment, CTSI may convert your account to "Cash Basis Only" and late penalty charge of 1.5% per month shall be assessed on over due accounts.
3. If your account is referred to an attorney or collection agency for collection, you shall be required to pay collection charges, cost of suit(s), and reasonable attorney's fees.
4. If you have any question on the above transaction(s), or any portion of this invoice, you should communicate your questions to CTSI in writing within 10 days from receipt of this invoice.
5. You will be required to pay $25.00 fee for each check returned by the bank.
6. For credit card payment, a convenience fee applies.

CUSTOMER'S COPY - WHITE * FINANCE COPY - YELLOW * MASTER COPY - GREEN

Gum-FO-F009
May 17, 2004
Issue No. 01

MARIANA EXPRESS LINES, Ltd.
CTSI Logistics as Agent

9/13/2019

(6)

COST REFERENCE "D"

Manpower Idle Time Calculation

NORMAL CONSTRUCTION DAYS

Per Revised Construction Schedule: Jul 15, 2019 to - Jun 17, 2020

	Month	Calendar Days	Holidays	Regular Work Days
1	July	16	1	13
2	August	31		22
3	September	18	0	13
4	October	31		23
5	November	30	3	18
6	December	31	2	20
7	January	31	2	21
8	February	28		20
9	March	26	1	18
10	April	31		22
11	May	31	1	20
12	June	17		13
	TOTAL	**274**	**9**	**188**

IDLE TIME COST

1-hour per work day

	CATEGORY	NO.	RATE	FICA	TOTAL RATE/HR	IDLE TIME COST/WD
1	Site Superintendent	1	23	1.7595	24.7595	24.7595
2	Supervisor	1	23	1.7595	24.7595	24.7595
3	Foreman	1	20	1.53	21.53	21.53
4	Mason	1	20	1.53	21.53	21.53
5	Operator	1	18	1.377	19.377	19.377
6	Unskilled Laborer	5	10.35	0.791775	11.141775	55.708875

Note: Health Insurance was not included in this calculation.
Workers only, the heavy equipment idle time was not included.

Sub-total	**167.66488**
Work days	188
Manpower Idle Time Cost	**31,521.00**

COST REFERENCE "E"

SCHEDULE OF VALUES

Owner:	Guam Waterworks Authority	Name & Address of Contractor:	
Project Number:	S15-006-EPA	Pro-Pacific Builder Corp.	
Project Location:	Route 4 Hagatna, Guam	750 Rte.8 Ste. 202, Hanam Palza, Barrigada, Guam	
Construction Manager:	EMPSCO	(671) 477-3109	

Contract Description

Route 4 Relief Sewer Line Rehabilitation And Replacement
GWA Project No#. S15-006-EPA

BID ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
GENERAL REQUIREMENTS					
2.0	Bond & Insurance	LS	1.00	132,201.00	132,201.00
3.0	Building Permit Fees & Clearances	LS	1.00	44,067.00	44,067.00
CONSTRUCTION					
1.0	Mobilization & Demobilization	LS	1.00	293,780.00	293,780.00
1.1	Mobilization	LS	1.00	205,646.00	205,646.00
1.2	Demobilization	LS	1.00	88,134.00	88,134.00
4.0	12" PVC pipe, installed by open trench, including PVC pipe, fittings, warning/identification tape, cleaning, connections to manholes, adjustment existing channel and bench, testing, and all incidentals, in place complete.	LF	22.00	1,500.00	33,000.00
4.1	Installation of new 12" PVC Pipe & fittings, including warning/identification tape, cleaning, testing, & CCTV.	LF	22.00	1,260.00	27,720.00
4.2	Connection to manholes, adjustment existing channel & bench.	EA	2.00	2,640.00	5,280.00
5.0	18" PVC pipe, installed by open trench, including PVC pipe, fittings, warning/identification tape, cleaning, connections to existing manholes, adjustment existing channel and bench, testing, and all incidentals, in place complete.	LF	12.00	1,800.00	21,600.00
5.1	Installation of new 18" PVC Pipe & fittings, including warning/identification tape, cleaning, testing, & CCTV.	LF	12.00	1,350.00	16,200.00
5.2	Connection to existing manholes, adjustment existing channel & bench.	EA	2.00	2,700.00	5,400.00
6.0	30" PVC pipe, installed by open trench, including existing pipe removal, pipe, fittings, warning/identification tape, cleaning, manhole connections, testing, and all incidentals, in place complete.	LF	461.00	2,000.00	922,000.00
6.1	Removal of exisitng Spirolite pipes & fittings including hauling and disposal.	LF	461.00	320.00	147,520.00
6.2	Installation of new 30" PVC Pipe & fittings, including cleaning, testing, warning/identification tape, & CCTV.	LF	461.00	1,650.00	760,650.00
6.3	Installation of manhole connections.	EA	4.00	3,457.50	13,830.00

Exhibit D

Exhibit D

Cost Adjustment for Accelerated Work Along Route 4:	$90,223.20
Cost to Accelerate Work at SMH-181A:	$21,658.15
Total Cost:	$111,881.35
Remaining Contingency Funds:	$64,024.61
Change Order Amount:	$47,856.74

Route 4 Relief Sewer Line Rehabilitation And Replacement
GWA Project No#. S15-006-EPA

COST ADJUSTMENT FOR ACCELERATED WORK ALONG ROUTE 4

BID ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
10.0	**Grout Injection**				
10.1	Cleaning & disinfecting of SMH, flushing of odor, air monitoring.	EA	6.00	2,000.00	12,000.00
10.4a	Additonal Materials				
	Air freight cost of Grout injection materials.	LS	2.00	711.60	1,423.20
10.6	Traffic Control, environmental control, and safety devices.	EA	6.00	4,000.00	24,000.00
12.0	**Unplug 21" existing pipe at SMH-6897.**				
12.3	Cleaning & disinfecting of SMH, flushing of odor, air monitoring.	EA	1.00	2,000.00	2,000.00
12.4	Traffic Control, environmental control, and safety devices.	LS	1.00	4,000.00	4,000.00
13.5	Sewer flow control	LS	1.00	7,200.00	7,200.00
	Temp. plug 21" SL after CIPP Installation.				by Instituform.
13.0	**By-pass Work for Grout Injection**				
13.5	Sewer flow control	EA	6.00	3,600.00	21,600.00
13.7	Monitoring	LS	1.00	6,000.00	6,000.00
	Air compressor, air hose, & accessories @ $ 800.00				
	Supply/exhaust fans w/ flexible hose @ $ 500.00				
	Power generator & gasoline @ 800.00				
	Labor - 1 guy @ $260/day @ 15 days				
13.8	Spill containment/mitigation, temporary erosion control, traffic control measures, & related restoration works.	LS	1.00	12,000.00	12,000.00
	Watertank in trailer @ $ 3,000.00				
	Standby submersible pumps w/ hose & fittings @ $ 1,950.00				
	Standby annular plugs, test plugs, & inflatable plugs @ $ 2,100.00				
	Vacuum for erosion control @ $ 450.00				
	Labor for removing & disposal of sediments- 2 guys @ $150/day @ 15 days				
	TOTAL COST				**90,223.20**

Route 4 Relief Sewer Line Rehabilitation And Replacement
GWA Project No#. S15-006-EPA

CHANGE ORDER TO ACCELERATE WORK AT SMH-181A

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
1.0	Grout Injection Works				
	Air freight cost of Grout injection materials.	LS	1.00	500.00	500.00
	High-grade Acetone for cleaning of injection pump after each use.	GAL	8.00	82.00	656.00
	Service vehicles, grout injection pump, & other tools.	LS	1.00	2,400.00	2,400.00
	Labor - 3 guys (w/ 1 Certified Installer & 1 Confined Spaced Competent Person)	LS	1.00	3,600.00	3,600.00
				SUB-TOTAL	7,156.00
				Overhead & Profit (15%)	1,073.40
				SUB-TOTAL	8,229.40
				GRT(5.21%)	428.75
				TOTAL	$8,658.15
2.0	Cleaning & disinfecting of SMH.	EA	1.00	2,000.00	2,000.00
3.0	Traffic Control.	EA	1.00	4,000.00	4,000.00
4.0	By-pass and temporary plugs to isolate 181A.				by Instituform
5.0	Ground water pumping/dewatering.	EA	1.00	4,500.00	4,500.00
6.0	Safety				
	Confined space equipments, retrieval, & air monitoring equipment.	LS	1.00	1,250.00	1,250.00
	Supply/exhaust fans w/ flexible hose, lightings, and power generator.	LS	1.00	750.00	750.00
	Miscellaneous disposable safety materials				
	Tyvek suits	LS	1.00	60.00	60.00
	Rubber gloves & hand gloves.	LS	1.00	40.00	40.00
	Face-mask with multi-gas cartridge & respirators.	SET	2.00	200.00	400.00
	TOTAL COST				$21,658.15

~~Allocate at least 5 days Additional Time~~

No additional time

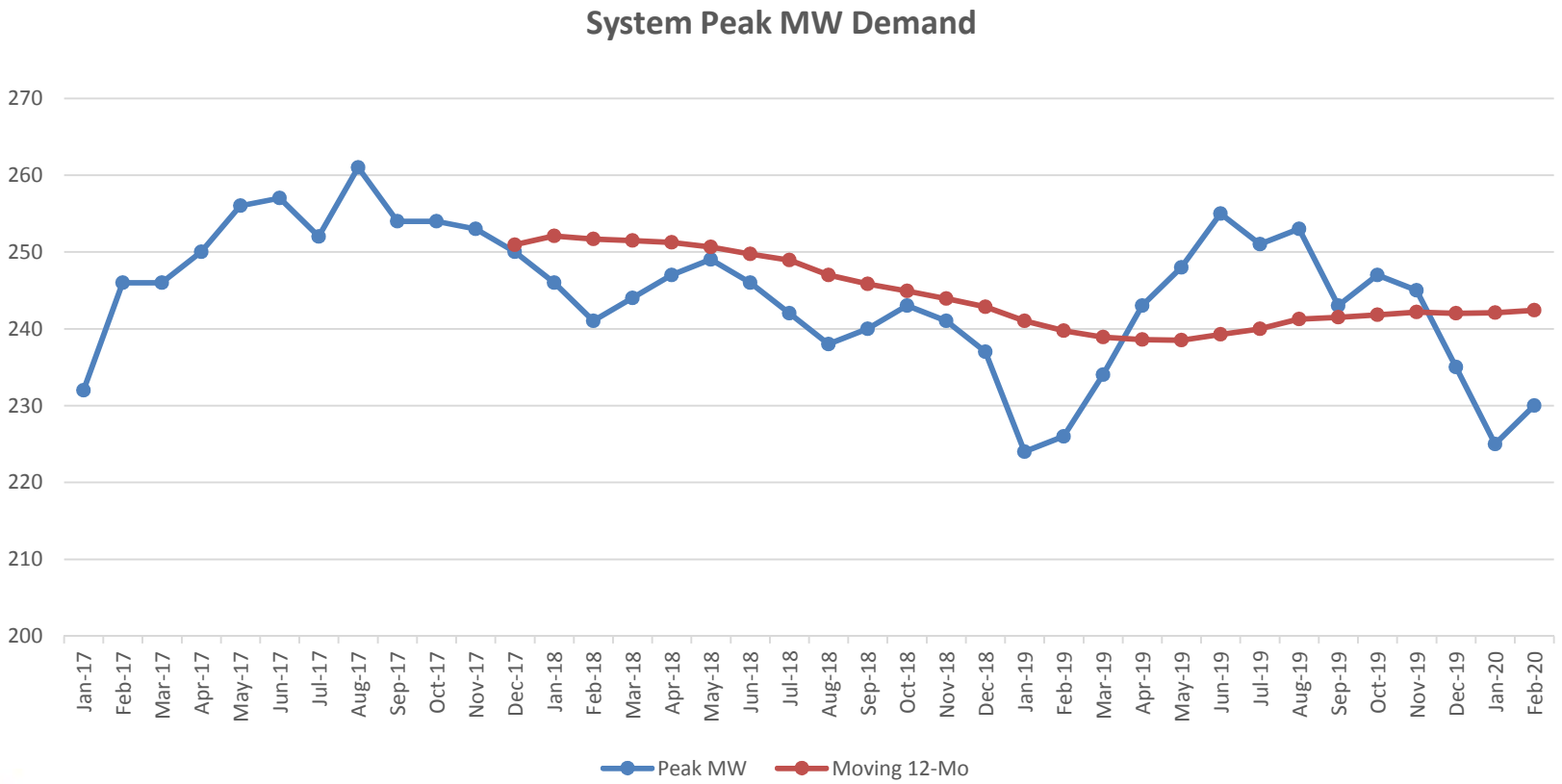
GENERAL MANAGER'S REPORT

FEBRUARY 2020

1. **Generation System:** The following is the generation forecast for March 2020:

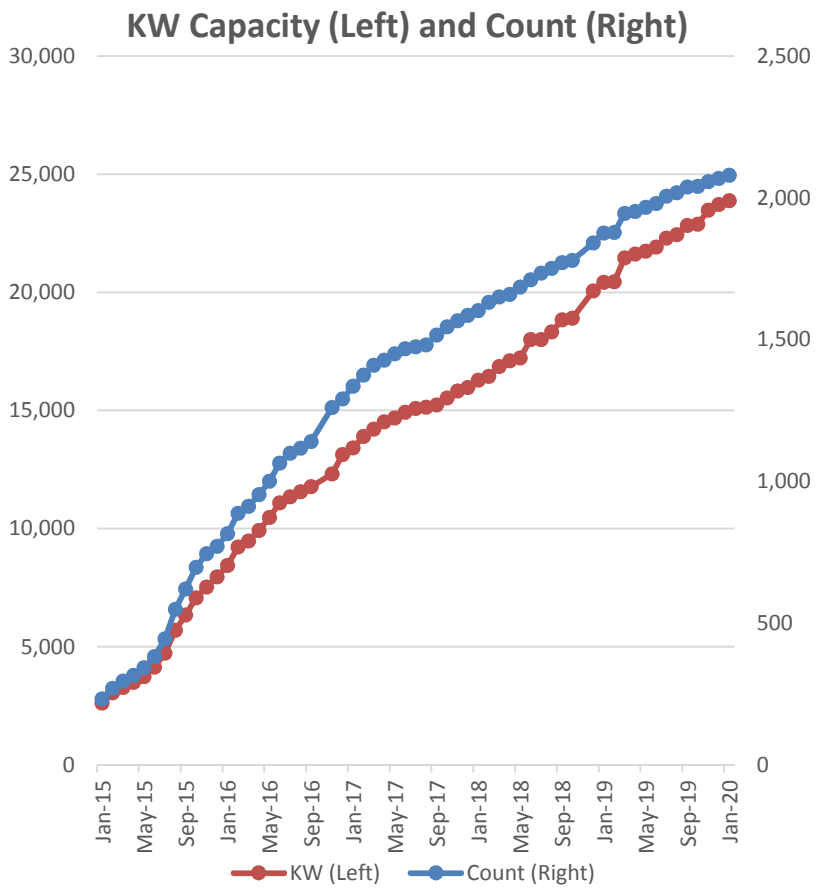
   Projected Available Capacity: 321 MW
   Projected Demand: 238 MW
   Anticipated Reserve Margin: 83 MW

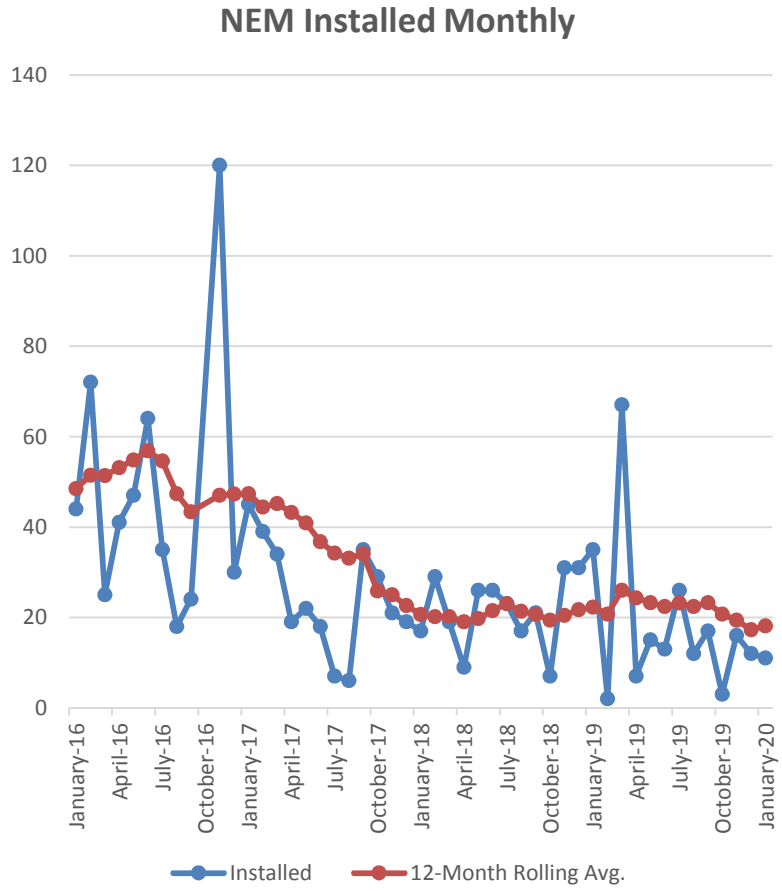
Cabras Unit 2 to undergo 35 days overhaul from March 15th thru April 18th



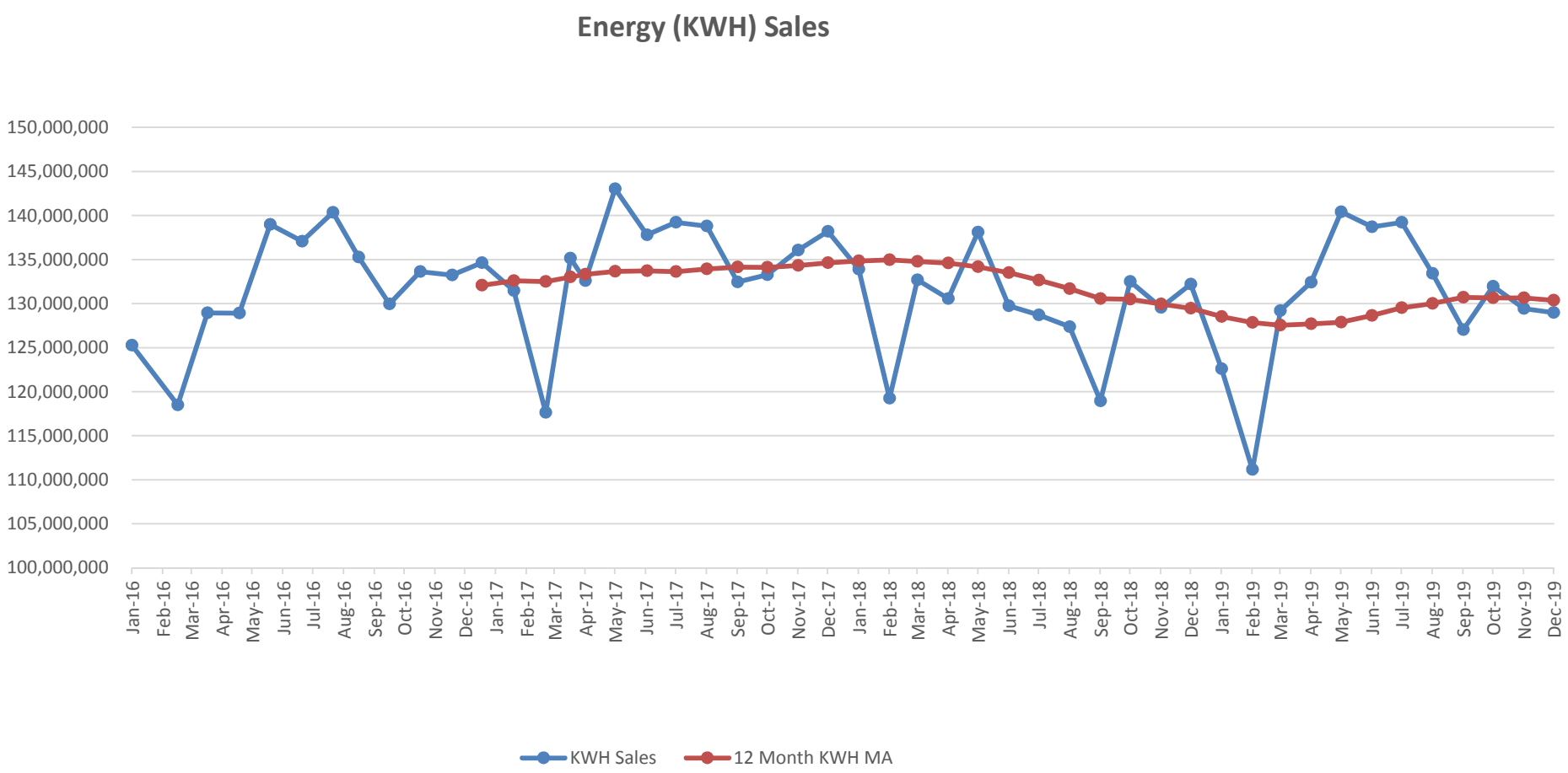
Monthly peak MW demand ending February 10, 2020

2. Net Metering (NEM) Growth Thru January 2020:





3. Energy Sales Thru December 2019:



Demand Side Management (DSM)

4. Program directly reduces energy cost to customer at a one-time fixed rebate. These expenses funded from base rate. I have added $500K from FY 2020 budget to cover expenses thru March 2020 in order to provide time for PUC to approve placing DSM under LEAC.

DSM PROGRAM SUMMARY

Description	FY16	FY17	FY18	FY19	FY20 As of 1/31/20	Total to Date
Regular/OT Pay	$11,348.80	$22,256.00	$26,121.83	$50,715.19	$11,519.27	$121,961.09
Other Contractual	$28,278.50	$85,550.05	$116,977.50	$3,025.00	-	$233,831.05
Ads & Radio Announcements	-	-	-	$7,500.00	$1,500.00	$9,000.00
Paid Rebates-Split AC	$154,700.00	$557,275.00	$1,349,825.00	$1,374,650.00	$274,575.00	$3,711,025.00
Paid Rebates-Central AC	$3,400.00	$8,200.00	$4,400.00	$6,500.00	$1,000.00	$23,500.00
Paid Rebates-Washer/Dryer	$2,800.00	$7,425.00	$57,200.00	$110,800.00	$23,200.00	$201,425.00
Total Expenses	**$200,527.30**	**$680,706.05**	**$1,554,524.33**	**$1,553,190.19**	**$311,794.27**	**$4,300,742.14**
Bank Interest (+)	$1,676.42	$1,722.74	$1,222.29	$730.05	$127.57	$5,479.07
Bank Fees	$155.00	$1,032.06	$1,085.08	$1,247.54	$145.00	$3,664.68

5. PUC DOCKETS
   - **Docket 20-04:** Cabras PMC Bid Invitation was approved. GPA issued a Multi-Step Invitation For Bid (MS-RFP); award recommendation to CCU & PUC targeted for June 2020
   - **Docket 20-03:** LEAC Filing; Approved at $0.134/kWh

6. AWARD OF RENEWABLES PHASE III
   - GlidePath's appeals of GPA's intent to award to ENGIE is before the OPA. The formal hearing begins on March 25th.

7. USEPA CONSENT DECREE
   - The USEPA filed the complaint and proposed consent decree in federal court on Thursday, Feb 7, 2020. The proposed consent decree now undergoes a 30-day public comment period (from February 12, 2020 to March 13, 2020) after which the federal judge will rule on the decree. CCU/GPA held a press conference on the announcement on Monday, Feb 10, 2020.

8. UKUDU POWER PLANT UPDATE
   - KEPCO and GPA/Stanley Consultants continue to prepare and pursue the required environmental impact assessments and permits required before KEPCO can complete project financing. The financial close is targeted for this summer.

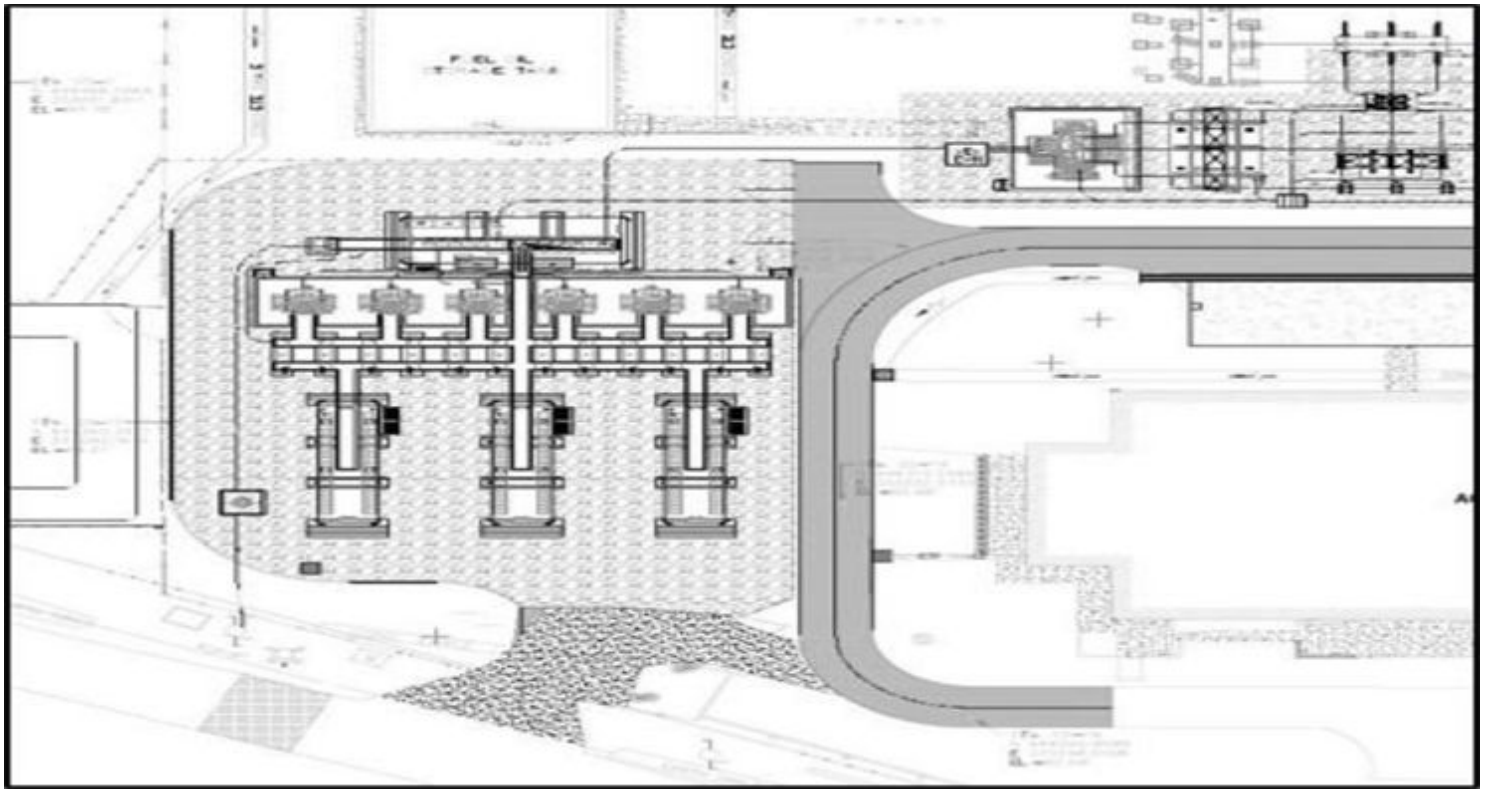
9. ENERGY STORAGE SYSTEM (ESS) UPDATE

- The testing of the 40 MW ESS at the Talofofo and Hagåtña substations are scheduled to begin at the end of this month. A third party commissioning team is arriving to oversee the testing. Once commissioned the ESS will help mitigate most of the under frequency outages caused by the tripping of conventional generation and the quick ramp down by Solar PV systems. The ESS system will improve system power quality and decrease spinning reserve cost.

- Details as follows:
  - $35M funding thru GPA 2014 Bond Issuance
  - Frequency Control Unit 40MW / 10 MWH System
  - Battery Life under 20 Year Warranty
  - LG contracted to provide O&M services over the next 20 Years
  - The 40MW is located at two sites: Hagatna 24 MW ESS and Talofofo 16 MW ESS

- The following are pictures of the Hagatna 24 MW and the 16 MW Talofofo Energy Storage System:

24 MW - HAGATNA ENERGY STORAGE SYSTEM









16 MW - TALOFOFO ENERGY STORAGE SYSTEM









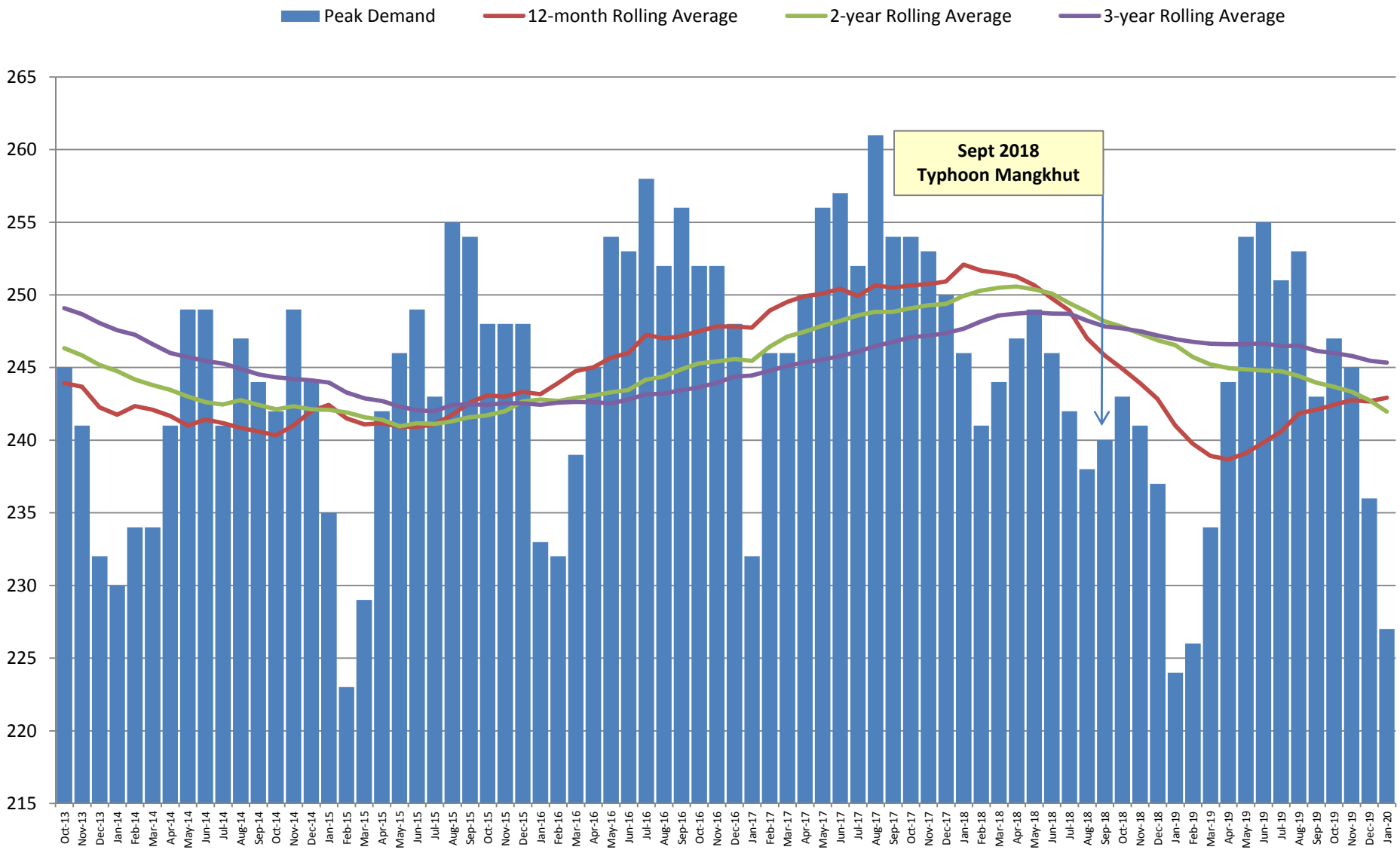

CYMU 174041

10. LEGISLATIVE ACTIVTY

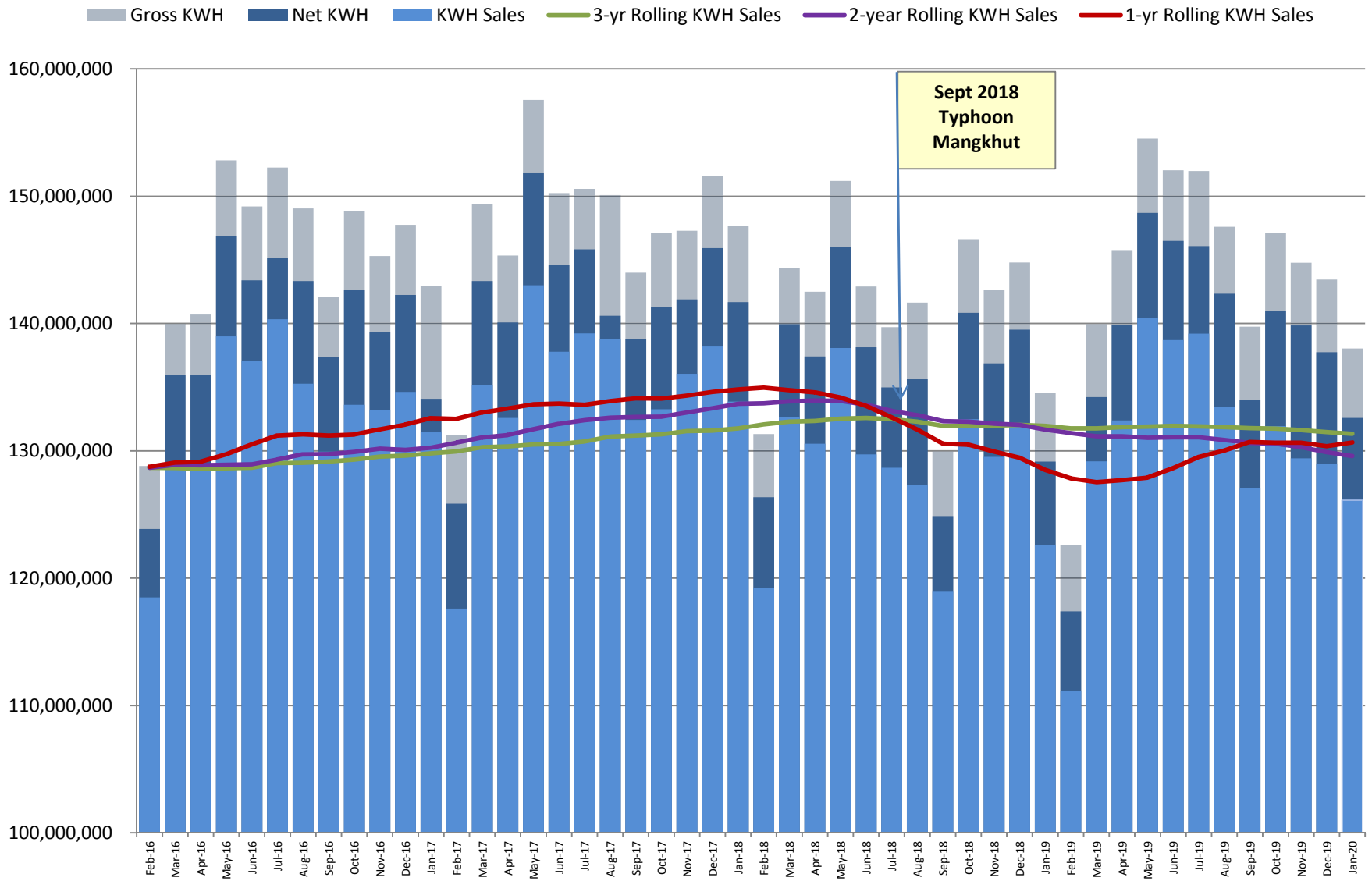
- Bill 196-35: A roundtable was held by Senator Nelson related to providing procurement authority to GDOE to directly procure for Solar PV systems for public schools. I participated in the roundtable discussions and provided testimony with specific recommendations concerning GPA's involvement (attached).
- Bill 219-35: Senator San Agustin held a public hearing on the proposed legislation that would to provide GDOE and other educational institutions (GCC, UOG, charter schools, etc.) similar procurement authority and establish solar PV program rules. I attended the roundtable and provided testimony on the proposed bill. Senator San Agustin has requested for proposed revisions to the bill, as introduced.

11. The following graphs show the updated system information:

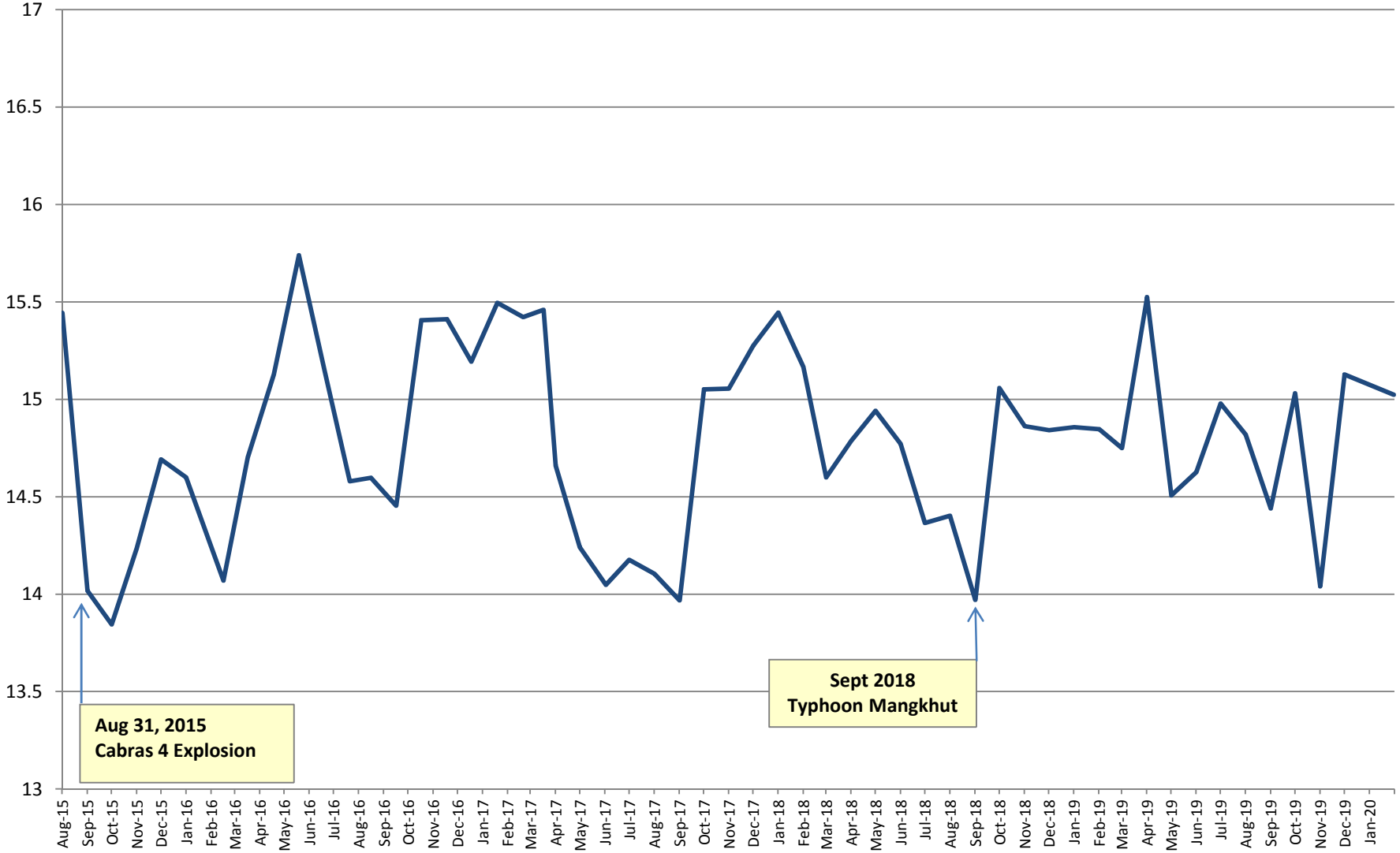
Historical Monthly Peak Demand
October 2013 - Jan 2020



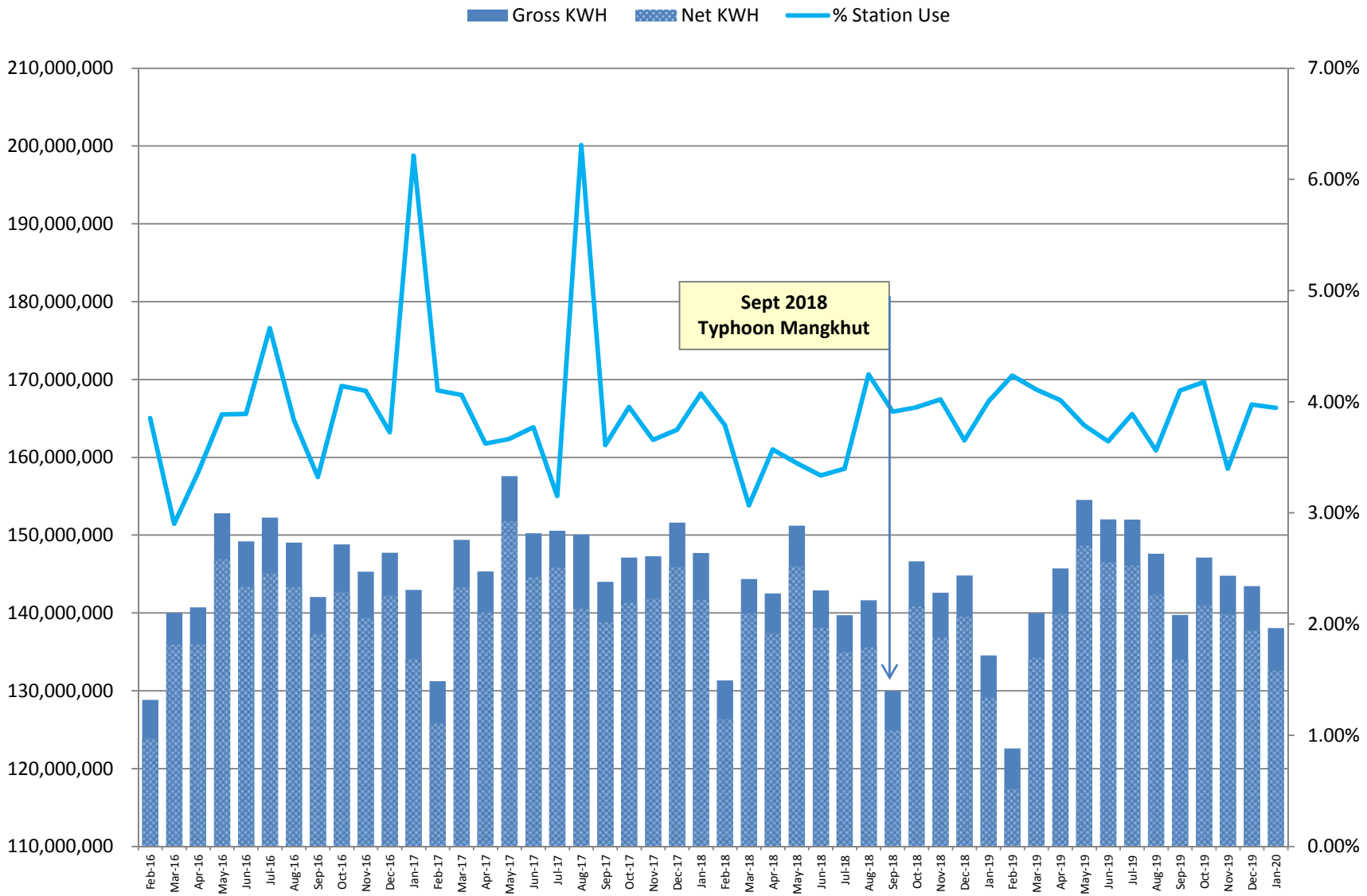
Historical KWH Sales
Feb 2016 - Jan 2020



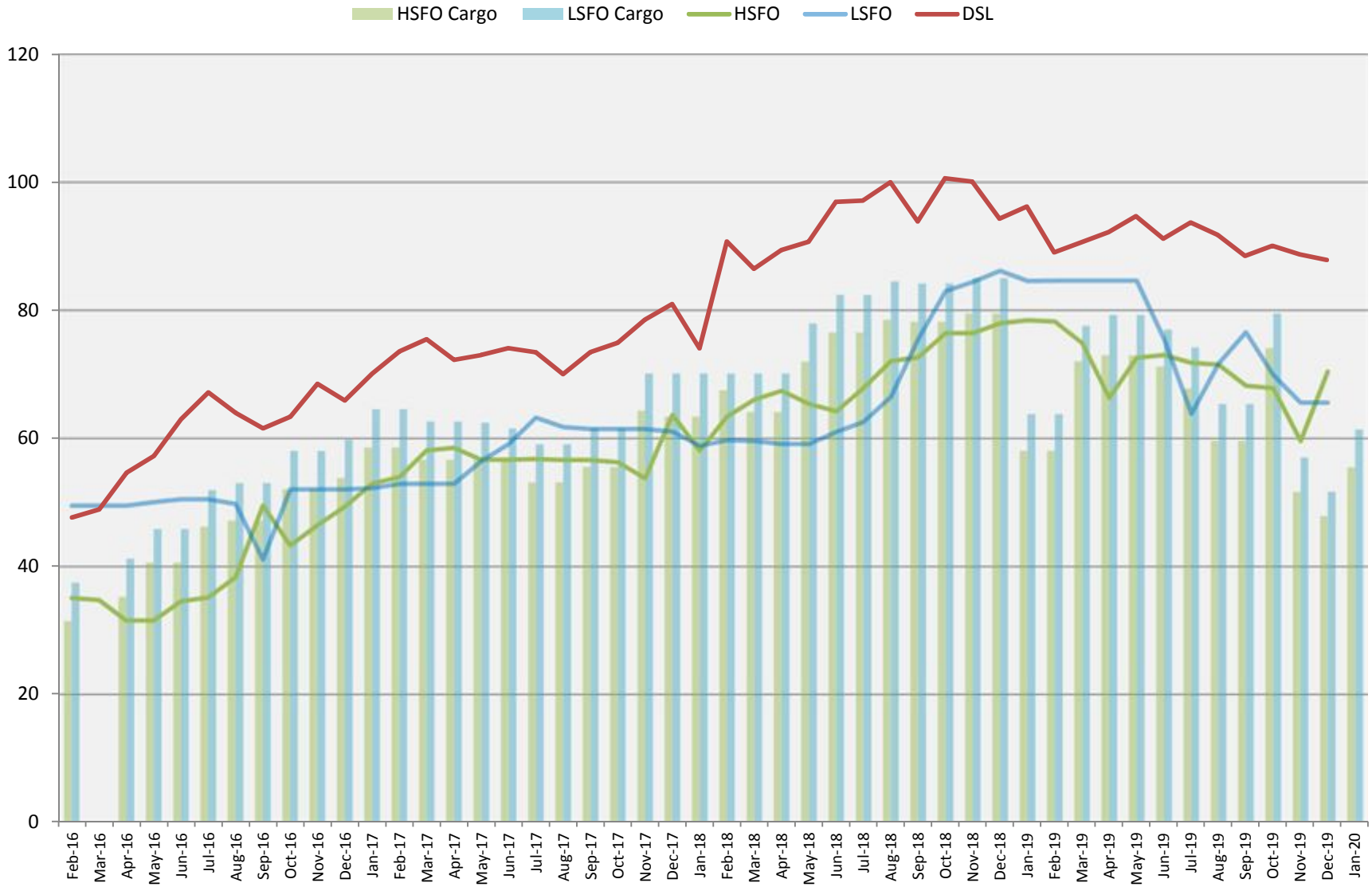
SYSTEM GROSS HEAT RATE
(KWH/Gal)
Aug 2015 - Jan 2020



Gross and Net Generation (KWH)
Feb 2016 - Jan 2020



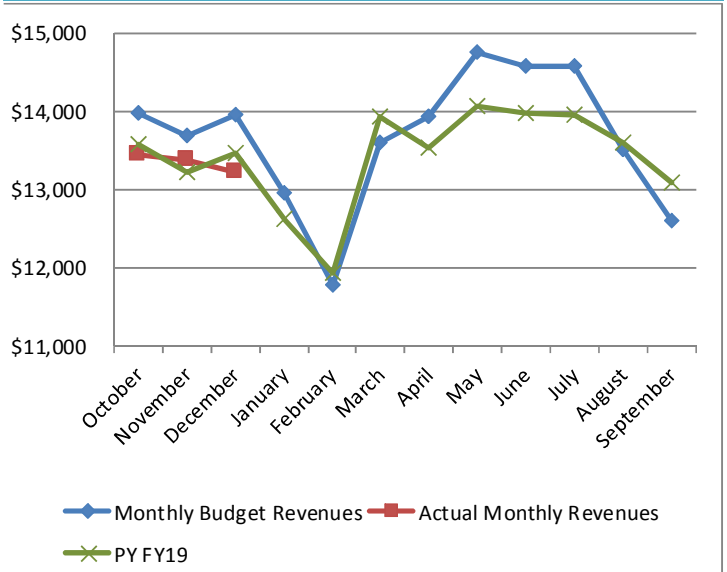
Fuel Cargo and Fuel Consumption Costs ($/bbl)
Feb 2016 - Jan 2020



CFO
FINANCIAL HIGHLIGHTS
December 2019

December 2019 Monthly Financial Highlights

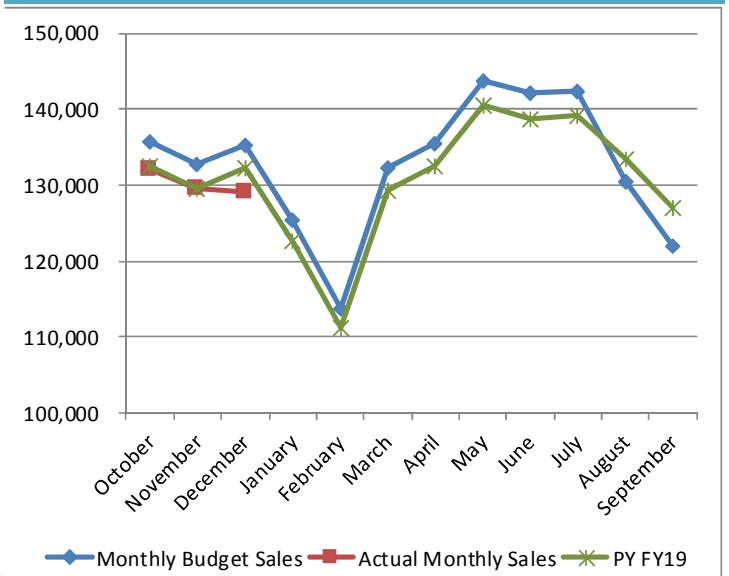
Base Rate Revenue $000



Through December 31 , 2019

$000	Monthly Budget Revenues	Actual Monthly Revenues	Variance		PY FY19	CY vs PY Variance	
October	$ 13,968	$ 13,440	$ (528)	↓	$ 13,564	$ (125)	↓
November	13,682	13,358	$ (324)	↓	13,203	$ 155	↑
December	13,940	13,216	$ (724)	↓	13,467	$ (251)	↓
January	12,940				12,616		
February	11,772				11,915		
March	13,587				13,926		
April	13,915				13,520		
May	14,755				14,057		
June	14,558				13,977		
July	14,563				13,951		
August	13,499				13,595		
September	12,585				13,073		
Total	**$ 163,763**	**$ 40,014**	**$ (1,576)**		**$ 160,865**	**$ (221)**	

MWh Sales

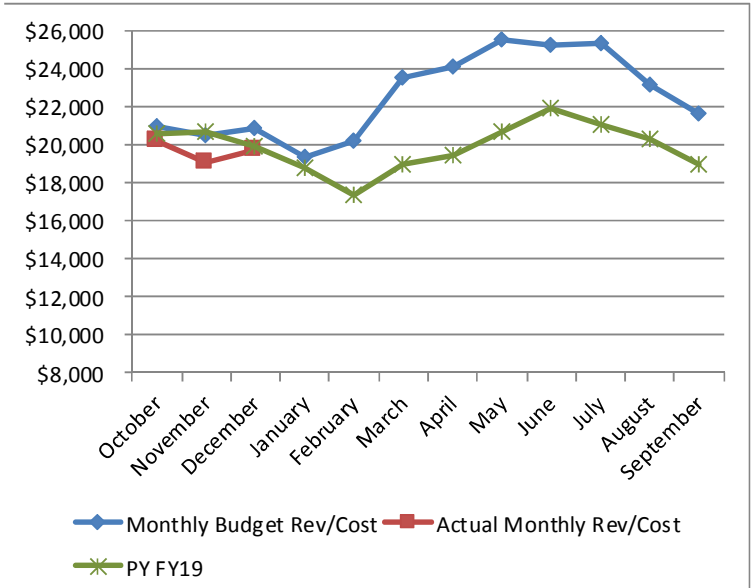


Through December 31 , 2019

mwh	Monthly Budget Sales	Actual Monthly Sales	Variance		PY FY19	CY vs PY Variance	
October	135,650	131,953	(3,697)	↓	132,489	(536)	↓
November	132,721	129,421	(3,300)	↓	129,537	(116)	↓
December	135,343	128,958	(6,385)	↓	132,190	(3,232)	↓
January	125,456				122,590		
February	113,726				111,159		
March	132,206				129,170		
April	135,521				132,396		
May	143,721				140,412		
June	142,093				138,704		
July	142,383				139,204		
August	130,434				133,422		
September	121,840				127,050		
Total	**1,591,092**	**390,332**	**(13,381)**		**1,568,322**	**(3,884)**	

December 2019 Monthly Financial Highlights (Continued)

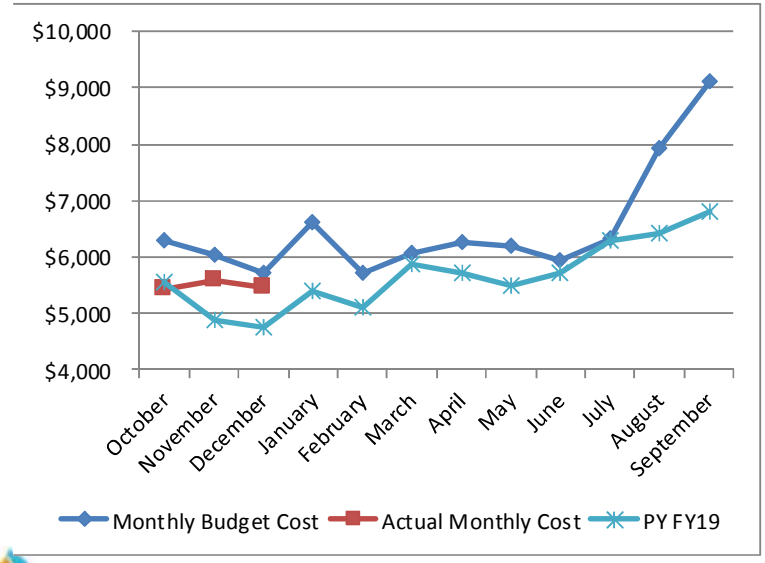
Fuel Revenue/ Cost $000



Through December 31 , 2019

$000	Monthly Budget Rev/Cost	Actual Monthly Rev/Cost	Variance		PY FY19	CY vs PY Variance	
October	$ 20,923	$ 20,165	$ (758)	↓	$ 20,550	$ (385)	↓
November	20,471	19,088	$ (1,383)	↓	20,711	$ (1,622)	↓
December	20,876	19,697	$ (1,179)	↓	19,969	$ (272)	↓
January	19,351				18,822		
February	20,219				17,368		
March	23,505				19,017		
April	24,094				19,442		
May	25,552				20,711		
June	25,263				21,932		
July	25,314				21,082		
August	23,190				20,331		
September	21,662				18,935		
Total	**$ 270,418**	**$ 58,950**	**$ (3,319)**		**$ 238,868**	**$ (2,279)**	

O&M Cost $000



Through December 31 , 2019

$000	Monthly Budget Cost	Actual Monthly Cost	Variance		PY FY19	CY vs PY Variance	
October	$ 6,290	5,411	878	↑	5,551	140	↑
November	6,016	5,572	444	↑	4,875	(697)	↓
December	5,725	5,460	265	↑	4,762	(698)	↓
January	6,607				5,399		
February	5,701				5,114		
March	6,050				5,869		
April	6,258				5,704		
May	6,179				5,485		
June	5,922				5,703		
July	6,321				6,276		
August	7,908				6,421		
September	9,102				6,797		
Total	**$ 78,079**	**$ 16,444**	**$ 1,587**		**$ 67,956**	**$ (1,255)**	

December 2019 Monthly Financial Highlights (Continued)

Through December 31 , 2019						
	4Q2018	1Q2019	2Q2019	3Q2019	4Q2019	1Q2020
Residential	43,887	43,920	44,144	44,329	44,479	44,203
Commercial	5,261	5,273	5,291	5,303	5,289	5,154
Governmen	1,077	1,090	1,074	1,075	1,070	1,072
Streetlights	1,152	1,151	1,152	1,138	1,138	1,135
Navy	1	1	1	1	1	1
Total	51,378	51,435	51,662	51,846	51,977	51,565

Debt service coverage (DSC) calculation-indenture	2015	2016	2017	2018	2019	2020
Senior lien coverage	3.62	3.28	2.65	2.53	1.97	1.79
Aggregate debt service coverage	2.62	3.28	2.65	2.53	1.97	1.79
Debt service coverage (DSC) calculation-IPP as O&M						
Senior lien coverage	2.56	2.45	1.79	1.65	1.64	1.60
Aggregate debt service coverage	1.85	2.45	1.79	1.65	1.64	1.60

Fuel Under Recovery – $6,472,638

GUAM POWER AUTHORITY
ATURIDAT ILEKTRESEDAT GUAHAN
P O BOX 2977, AGANA, GUAM 96932-2977
Telephone: (671) 648-3066 Fax: (671) 648-3168

GUAM POWER AUTHORITY
FINANCIAL STATEMENT OVERVIEW
December 2019

Attached are the financial statements and supporting schedules for the month and fiscal year ended December 31, 2019.

Summary
The increase in net assets for the month ended was $1.9 million as compared to the anticipated net increase of $1.0 million projected at the beginning of the year. The total kWh sales for the year were 4.72% less than projected and non-fuel revenues were $0.3 million less than the estimated amount. O & M expenses for the month were $5.4 million which was $0.3 million less than our projections for this year. Other expenses for the month such as interest expense, IPP costs, (net of interest income and other income) totaled to $3.1 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	2.31	2.59	2
Days in Receivables	43	47	52
Days in Payables	42	27	30
LEAC (Over)/Under Recovery Balance -YTD	$7,887,109	$6,472,638	$9,628,107
T&D Losses	5.33%	5.36%	<7.00%
Debt Service Coverage	1.62	1.60	1.75
Long-term equity ratio	1.24%	1.58%	30 – 40%
Days in Cash	230	208	60

The Quick Ratio has been a challenge for GPA historically. However, the influx of cash from insurance proceeds continued to improve this ratio. GPA has current obligations of approximately $75 million and approximately $193 million in cash and current receivables. The LEAC over-recovery for the month was $1.4 million. Debt Service Coverage ratio is calculated using the methodology in use before the Fiscal Year 2002 change in accounting practice.

Financial Statements
December 2019

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
December 31, 2019 and September 30, 2019

	Unaudited December 2019	Unaudited September 2019	Change from Sept 30 2019
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES			
Current assets:			
Cash and cash equivalents:			
Held by trustee for restricted purposes:			
Interest and principal funds	$ 14,845,657	$ 33,053,886	$ (18,208,229)
Bond indenture funds	27,550,713	29,168,116	(1,617,403)
Held by Guam Power Authority:			
Bond indenture funds	142,047,720	154,027,791	(11,980,071)
Self insurance fund-restricted	19,426,795	19,378,387	48,408
Energy sense fund	357,473	333,528	23,945
Total cash and cash equivalents	204,228,358	235,961,708	(31,733,350)
Accounts receivable, net	48,883,272	41,867,589	7,015,683
Total current receivables	48,883,272	41,867,589	7,015,683
Materials and supplies inventory	13,488,176	12,521,306	966,870
Fuel inventory	46,200,703	41,214,022	4,986,681
Prepaid expenses	8,834,546	2,066,278	6,768,268
Total current assets	321,635,055	333,630,903	(11,995,848)
Utility plant, at cost:			
Electric plant in service	1,085,112,328	1,084,434,067	678,261
Construction work in progress	42,336,837	37,592,719	4,744,118
Total	1,127,449,165	1,122,026,786	5,422,379
Less: Accumulated depreciation	(641,649,553)	(633,190,295)	(8,459,258)
Total utility plant	485,799,612	488,836,491	(3,036,879)
Other non-current assets:			
Investment - bond reserve funds held by trustee	48,554,310	48,599,853	(45,543)
Unamortized debt issuance costs	2,154,074	2,221,160	(67,086)
Total other non-current assets	50,708,384	50,821,013	(112,629)
Total assets	858,143,051	873,288,407	(15,145,356)
Deferred outflow of resources:			
Deferred fuel revenue	6,472,638	9,943,732	(3,471,094)
Unamortized loss on debt refunding	24,163,014	24,733,104	(570,090)
Pension	8,932,987	8,932,987	0
Other post employment benefits	13,798,017	13,798,017	0
Unamortized forward delivery contract costs	278,798	318,638	(39,840)
Total deferred outflows of resources	53,645,454	57,726,478	(4,081,024)
	$ 911,788,505	$ 931,014,885	$ (19,226,380)

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statement of Net Position, Continued
December 31, 2019 and September 30, 2019

	Unaudited December 2019	Unaudited September 2019	Change from Sept 30 2019
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION			
Current liabilities:			
Current maturities of long-term debt	$ 20,515,000	$ 16,130,000	$ 4,385,000
Current obligations under capital leases	3,304,531	3,304,531	0
Accounts payable			
Operations	30,666,221	27,385,427	3,280,793
Others	320,455	23,036	297,420
Accrued payroll and employees' benefits	1,638,781	2,348,815	(710,034)
Current portion of employees' annual leave	2,197,564	2,153,583	43,981
Interest payable	7,313,262	14,733,265	(7,420,003)
Customer deposits	8,560,103	8,912,096	(351,993)
Total current liabilities	74,515,917	74,990,753	(474,836)
Regulatory liabilities:			
Provision for self insurance	19,345,291	19,345,291	0
Total regulatory liabilities	19,345,291	19,345,291	0
Long term debt, net of current maturities	563,433,290	584,892,990	(21,459,700)
Obligations under capital leases, net of current portion	5,596,382	7,664,664	(2,068,282)
Net Pension liability	72,052,191	72,866,989	(814,798)
Other post employment benefits liability	145,955,861	145,955,861	0
DCRS sick leave liability	1,331,151	1,331,151	0
Employees' annual leave net of current portion	1,204,085	1,204,085	0
Customer advances for construction	389,808	394,540	(4,732)
Total liabilities	883,823,976	908,646,324	(24,822,348)
Deferred inflows of resources:			
Unearned forward delivery contract revenue	1,022,031	1,168,036	(146,005)
Pension	3,532,642	3,532,642	0
Other post employment benefits	14,804,043	14,804,043	0
Total deferred inflows of resources	19,358,716	19,504,721	(146,005)
Commitments and contigencies			
Net Position:			
Net investment in capital assets	(31,334,376)	(45,782,266)	14,447,890
Restricted	27,090,879	51,357,358	(24,266,479)
Unrestricted	12,849,309	(2,711,253)	15,560,562
Total net position	8,605,812	2,863,840	5,741,974
	$ 911,788,505	$ 931,014,885	$ (19,226,380)

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

	December 31			Three months Ended December 31		
	Unaudited 2019	Unaudited 2018	% of change Inc (dec)	Unaudited 2019	Unaudited 2018	% of change Inc (dec)
Revenues						
Sales of electricity	$ 32,912,856	$ 33,436,004	(2)	$ 98,963,996	$ 101,464,636	(2)
Miscellaneous	(58,717)	124,046	(147)	223,718	764,470	(71)
Total	32,854,139	33,560,050	(2)	99,187,714	102,229,106	(3)
Bad debt expense	(90,917)	(91,500)	(1)	(272,751)	(274,500)	(1)
Total revenues	32,763,222	33,468,550	(2)	98,914,963	101,954,606	(3)
Operating and maintenance expenses						
Production fuel	19,697,132	19,968,778	(1)	58,950,492	61,229,809	(4)
Other production	1,184,623	1,250,738	(5)	3,890,901	3,660,815	6
	20,881,755	21,219,516	(2)	62,841,393	64,890,624	(3)
Depreciation	2,913,848	2,549,294	14	9,116,484	9,884,395	(8)
Energy conversion cost	1,002,901	1,472,122	(32)	3,030,913	4,220,973	(28)
Transmission & distribution	1,093,088	817,614	34	3,153,830	2,533,312	24
Customer accounting	449,294	422,021	6	1,325,383	1,209,983	10
Administrative & general	2,641,815	2,179,650	21	7,804,240	7,509,572	4
Total operating and maintenance expenses	28,982,701	28,660,217	1	87,272,243	90,248,859	(3)
Operating income	3,780,521	4,808,333	(21)	11,642,720	11,705,747	(1)
Other income (expenses)						
Interest income	345,894	368,160	(6)	875,982	885,203	(1)
Interest expense and amortization	(2,328,876)	(2,394,985)	(3)	(6,958,895)	(7,178,289)	(3)
Bond issuance costs	89,228	88,022	1	267,684	263,066	2
Bid bond forfeiture	0	(1,245,000)	0	0	(1,245,000)	
Allowance for funds used during construction	0	0	0	0	0	0
Losses due to typhoon	(72,646)	0	0	(72,646)	(215,691)	0
Other expense	(4,291)	(4,291)	0	(12,873)	(12,873)	0
		0				
Total other income (expenses)	(1,970,691)	(3,188,094)	(38)	(5,900,748)	(7,503,584)	(21)
Income (loss) before capital contributions	1,809,830	1,620,239	12	5,741,972	4,202,163	37
Capital contributions	0	0	0	0	0	0
Increase (decrease) in net assets	1,809,830	1,620,239	12	5,741,972	4,202,163	37
Total net assets at beginning of period (restated)	6,795,982	(15,726,726)	0	2,863,840	(18,308,650)	(116)
Total net assets at end of period	$ 8,605,812	$ (14,106,487)	(161)	$ 8,605,812	$ (14,106,487)	(161)

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statements of Cash Flows
Period Ended December 31, 2019

	Month Ended 12/31/2019	YTD Ended 12/31/2019
Increase(decrease) in cash and cash equivalents		
Cash flows from operating activities:		
Cash received from customers	$29,348,510	$ 91,850,126
Cash payments to suppliers and employees for goods and services	41,303,351	84,927,462
Net cash provided by operating activities	($11,954,841)	6,922,664
Cash flows from investing activities:		
Interest and dividends on investments and bank accounts	345,894	875,982
Net cash provided by investing activities	345,894	875,982
Cash flows from non-capital financing activities		
Interest paid on short term debt	(12,686)	(211,380)
Provision for self insurance funds	(48,408)	(48,408)
Net cash provided by noncapital financing activities	(61,094)	(259,788)
Cash flows from capital and related financing activities		
Acquisition of utility plant	(3,039,516)	(6,079,604)
Principal paid on bonds and other long-term debt	-	(16,130,000)
Interest paid on bonds(net of capitalized interest)	-	(14,014,000)
Interest paid on capital lease obligations	(66,304)	(153,518)
Interest & principal funds held by trustee	(3,978,313)	18,208,229
Reserve funds held by trustee	(31,370)	45,543
Bond funds held by trustee	480,440	1,617,403
Principal payment on capital lease obligations	(692,296)	(2,068,282)
Debt issuance costs/loss on defeasance	(314,900)	(944,700)
Net cash provided by (used in) capital and related financing activities	(7,642,259)	(19,518,929)
Net (decrease) increase in cash and cash equivalents	(19,312,300)	(11,980,071)
Cash and cash equivalents, beginning	161,360,020	154,027,791
Cash and cash equivalents-Funds held by GPA, December 31, 2019	**$ 142,047,720**	**$ 142,047,720**

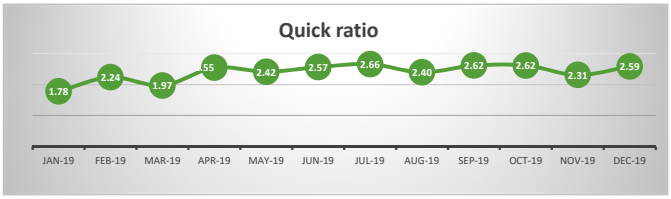
GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statements of Cash Flows, continued
Period Ended December 31, 2019

	Month Ended 12/31/2019	YTD Ended 12/31/2019
Reconciliation of operating earnings to net cash provided by operating activities:		
Operating earnings net of depreciation expense and excluding interest income	$3,776,957	$11,642,720
Adjustments to reconcile operating earnings to net cash provided by operating activities:		
Depreciation and amortization	2,913,848	9,116,484
Other expense	12,291	182,165
(Increase) decrease in assets:		
Accounts receivable	(3,395,321)	(7,015,683)
Materials and inventory	(1,075,977)	(966,870)
Fuel inventory	1,691,190	(4,986,681)
Prepaid expenses	573,371	(6,768,268)
Unamortized debt issuance cost	22,362	67,086
Deferred fuel revenue	1,414,471	3,471,094
Unamortized loss on debt refunding	190,030	570,090
Unamortized forward delivery contract costs	13,280	39,840
Increase (decrease) in liabilities:		
Accounts payable-operations	(17,681,535)	3,280,793
Accounts payable-others	(96,501)	273,475
Accrued payroll and employees' benefits	203,445	(710,034)
Net pension liability	(275,989)	(814,798)
Employees' annual leave	(30,347)	43,981
Customers deposits	(161,748)	(351,993)
Customer advances for construction	-	(4,732)
Unearned forward delivery contract revenue	(48,668)	(146,005)
Net cash provided by operating activities	**($11,954,841)**	**$ 6,922,664**

Guam Power Authority
Financial Analysis
12/31/19

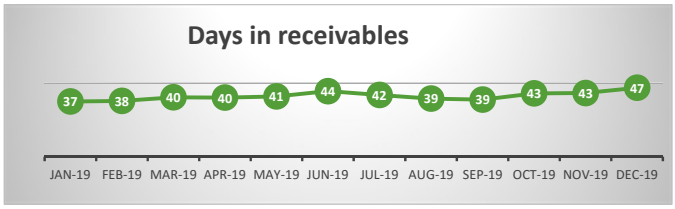
Quick Ratio

A	Reserve Funds Held by GPA	142,047,720
B	Current Accounts Receivable	50,754,899
C	Total Cash and A/R (A+B)	192,802,619
D	Total Current Liabilities	74,515,917
E	**Quick Ratio (F/G)**	**2.59**



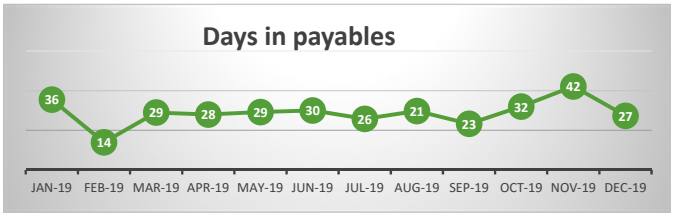
Days in Receivables

A	FY 19 Moving 12 Mos.-Actual	397,232,172
B	No. of Days	365
C	Average Revenues per day (A/B)	1,088,307
D	Current Accounts Receivable	50,754,899
E	**Days in Receivables (D/C)**	**47**



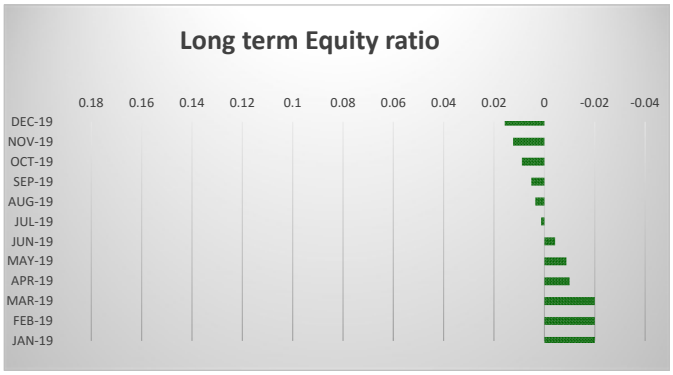
Days in Payables

A	FY 19 Moving 12 Months-Actual	413,446,528
B	No. of Days	365
C	Average Payables per day (A/B)	1,132,730
D	Current Accounts Payables	30,986,676
E	**Days in Payables (D/C)**	**27**



Long term equity ratio

A	Equity	$	8,605,812.00
B	Total Long term Liability	$	536,762,498.00
C	Total Equity and liability	$	545,368,310.00
D	**Long term equity ratio (A/C)**		**1.58%**

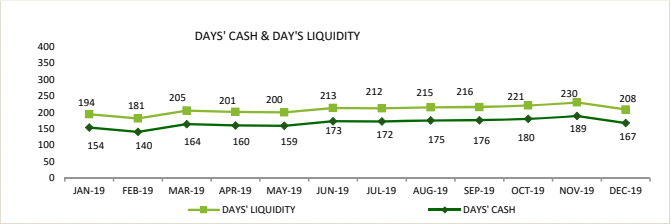


Days cash on hand

A	Unresctricted cash & cash equivalents	142,048
B	No. of Days -YTD	92
C	A x B	13,068,390
D	Total Operating expenses excluding depreciation	78,155
E	**Days cash on hand**	**167**

Days' Liquidity

A	Unresctricted cash , cash equivalents & revolving Credit	177,048
B	No. of Days -YTD	92
C	A x B	16,288,390
D	Total Operating expenses excluding depreciation	78,155
E	**Days liquidity**	**208**



GPA 302

GUAM POWER AUTHORITY
ACCRUED REVENUE
DECEMBER 2019

	FOR THE MONTH ENDED DECEMBER		THREE MONTHS ENDED DECEMBER	
	2019	2018	2019	2018
KWH SALES:				
Residential	41,139,080	41,291,151	124,979,220	124,634,320
Small Gen. Non Demand	5,151,158	6,871,789	16,111,373	20,371,824
Small Gen. Demand	16,007,245	15,425,672	48,748,270	46,112,669
Large General	25,153,208	25,790,483	75,407,283	76,803,303
Independent Power Producer	34,266	28,494	97,342	94,886
Private St. Lights	31,725	33,401	99,353	100,916
Sub-total	87,516,681	89,440,990	265,442,842	268,117,917
Government Service:				
Small Non Demand	732,098	1,218,540	2,250,625	3,533,772
Small Demand	8,610,483	8,107,721	25,828,484	23,851,095
Large	5,917,603	6,098,140	18,422,481	18,350,931
* Street Lighting	270,787	805,684	1,788,025	2,370,632
Sub-total	15,530,972	16,230,084	48,289,616	48,106,430
Total	103,047,653	105,671,074	313,732,458	316,224,348
U. S. Navy	25,910,039	26,518,827	76,599,126	77,991,690
GRAND TOTAL	128,957,692	132,189,902	390,331,584	394,216,038
REVENUE:				
Residential	10,333,720	10,347,514	31,319,319	31,231,747
Small Gen. Non Demand	1,544,644	2,002,603	4,788,160	5,937,256
Small Gen. Demand	4,451,665	4,234,344	13,436,022	12,627,628
Large General	6,436,132	6,618,506	19,390,231	19,700,887
Independent Power Producer	9,864	7,355	26,341	26,561
Private St. Lights	25,341	25,860	77,083	78,082
Sub-total	22,801,366	23,236,182	69,037,156	69,602,160
Government Service:				
Small Non Demand	232,560	373,332	714,906	1,076,914
Small Demand	2,461,603	2,372,119	7,422,829	6,872,204
Large	1,642,284	1,688,786	5,106,030	5,069,721
* Street Lighting	342,012	498,967	1,304,793	1,473,186
Sub-total	4,678,460	4,933,204	14,548,558	14,492,025
Total	27,479,826	28,169,387	83,585,714	84,094,185
U. S. Navy	5,433,030	5,266,617	15,378,282	17,370,451
GRAND TOTAL	32,912,856	33,436,004	98,963,996	101,464,636
NUMBER OF CUSTOMERS:				
Residential	44,203	43,920	44,463	43,969
Small Gen. Non Demand	3,953	4,166	4,045	4,175
Small Gen. Demand	1,079	987	1,082	984
Large General	120	118	120	118
Independent Power Producer	2	2	2	2
Private St. Lights	517	523	516	525
Sub-total	49,874	49,716	50,229	49,773
Government Service:				
Small Non Demand	644	683	644	679
Small Demand	384	360	383	346
Large	44	47	44	44
Street Lighting	618	628	618	628
Sub-total	1,690	1,718	1,690	1,697
Total	51,564	51,434	51,919	51,470
US Navy	1	1	1	1
	51,565	51,435	51,920	51,471

*** Government Street Lighting KWH and Revenues were low for the month of December due to DPW Accounts adjustments per GIS Street Light counts Reconciliation As of October 1, 2019**

GPA403

GUAM POWER AUTHORITY
ACCRUED REVENUE

	TWELVE MONTHS ENDING	DECEMBER 2019	NOVEMBER 2019	OCTOBER 2019	SEPTEMBER 2019	AUGUST 2019	JULY 2019	JUNE 2019	MAY 2019	APRIL 2019	MARCH 2019	FEBRUARY 2019	JANUARY 2019
KWH SALES:													
Residential	497,117,527	41,139,080	41,832,586	42,007,555	39,850,588	41,847,978	45,512,584	46,454,816	45,901,332	42,026,049	40,399,698	33,484,048	36,661,215
Small General Non Demand	71,840,500	5,151,158	5,409,659	5,550,556	5,281,337	5,043,909	6,192,199	7,135,817	6,785,836	7,066,118	6,549,399	5,421,847	6,252,665
Small General Demand	190,275,675	16,007,245	16,236,716	16,504,309	16,034,273	16,546,802	17,132,421	16,196,923	16,473,837	15,551,604	15,250,813	13,414,678	14,926,054
Large General	299,882,909	25,153,208	24,973,240	25,280,835	24,400,150	25,901,704	25,960,590	25,905,882	25,831,230	24,717,184	24,793,966	22,118,423	24,846,497
Private Outdoor Lighting	394,896	31,725	33,968	33,660	32,707	34,326	31,882	34,779	33,473	30,560	32,171	32,766	32,878
Independent Power Producer	400,713	34,266	33,926	29,151	47,591	31,920	34,342	33,644	31,329	28,130	34,407	25,891	36,117
Sub-Total	1,059,912,220	87,516,681	88,520,094	89,406,066	85,646,645	89,406,638	94,864,018	95,761,862	95,057,036	89,419,645	87,060,454	74,497,653	82,755,426
Government Service:													
Small Non Demand	11,487,208	732,098	739,934	778,594	733,348	792,642	745,870	1,225,034	1,265,906	1,195,401	1,192,582	1,019,279	1,066,520
Small Demand	99,878,451	8,610,483	8,287,162	8,930,840	8,706,945	8,790,473	8,806,768	7,970,826	8,650,402	8,019,578	8,144,760	7,207,579	7,752,635
Large	72,058,928	5,917,603	6,140,795	6,364,082	6,031,079	6,328,596	6,026,050	5,952,146	6,344,614	5,914,002	5,983,823	5,273,740	5,782,397
Street Lighting (Agencies)	8,658,990	270,787	652,963	864,275	711,804	864,386	763,574	710,958	838,818	763,841	710,856	791,792	714,935
Sub-Total	192,083,577	15,530,972	15,820,854	16,937,791	16,183,177	16,776,096	16,342,261	15,858,964	17,099,740	15,892,823	16,032,021	14,292,390	15,316,487
Total	1,251,995,796	103,047,653	104,340,948	106,343,856	101,829,822	106,182,735	111,206,280	111,620,826	112,156,776	105,312,468	103,092,475	88,790,044	98,071,914
U.S. Navy	312,405,502	25,910,039	25,080,100	25,608,987	25,184,246	27,239,150	27,997,548	27,082,742	28,255,054	27,083,234	26,077,843	22,368,909	24,517,651
Grand Total	1,564,401,298	128,957,692	129,421,048	131,952,844	127,014,068	133,421,884	139,203,828	138,703,568	140,411,830	132,395,702	129,170,318	111,158,952	122,589,564
REVENUE:													
Residential	124,553,689	10,333,720	10,464,359	10,521,241	10,007,200	10,470,951	11,397,991	11,569,285	11,457,009	10,559,992	10,171,326	8,491,117	9,109,499
Small General Non Demand	21,156,369	1,544,644	1,595,257	1,648,259	1,579,415	1,492,266	1,835,976	2,060,263	1,943,284	2,086,044	1,927,366	1,599,494	1,844,100
Small General Demand	52,276,304	4,451,665	4,449,885	4,534,471	4,422,371	4,572,505	4,665,289	4,374,426	4,442,708	4,275,919	4,237,399	3,714,204	4,135,462
Large General	77,232,657	6,436,132	6,456,820	6,497,279	6,283,768	6,671,085	6,607,718	6,673,278	6,615,844	6,321,363	6,456,767	5,778,637	6,433,966
Private Outdoor Lighting	308,708	25,341	25,875	25,867	25,616	26,038	25,412	26,200	25,670	25,155	25,651	25,784	26,100
Independent Power Producer	109,968	9,864	8,849	7,628	13,738	9,248	8,337	8,701	8,600	7,310	9,896	7,681	10,117
Sub-Total	275,637,696	22,801,366	23,001,043	23,234,746	22,332,107	23,242,093	24,540,723	24,712,154	24,493,115	23,275,783	22,828,405	19,616,918	21,559,243
Government Service:													
Small Non Demand	3,556,761	232,560	236,107	246,239	232,567	250,901	235,628	373,461	383,585	361,853	364,404	311,171	328,284
Small Demand	28,682,313	2,461,603	2,407,924	2,553,302	2,491,735	2,527,222	2,494,451	2,319,401	2,465,281	2,284,016	2,363,416	2,065,940	2,248,023
Large	19,999,609	1,642,284	1,709,248	1,754,498	1,671,314	1,754,837	1,655,430	1,659,702	1,743,611	1,632,794	1,668,683	1,492,275	1,614,932
Street Lighting (Agencies)	5,641,150	342,012	459,553	503,228	471,713	503,316	482,461	471,543	497,965	482,529	472,435	488,836	465,560
Sub-Total	57,879,833	4,678,460	4,812,832	5,057,267	4,867,330	5,036,276	4,867,971	4,824,107	5,090,441	4,761,191	4,868,938	4,358,222	4,656,799
Total	333,517,529	27,479,826	27,813,875	28,292,013	27,199,437	28,278,369	29,408,694	29,536,261	29,583,556	28,036,974	27,697,343	23,975,139	26,216,042
U.S. Navy	63,714,643	5,433,030	4,632,403	5,312,849	4,808,157	5,647,382	5,623,735	6,373,008	5,183,974	4,925,354	5,245,421	5,307,473	5,221,857
Grand Total	397,232,172	32,912,856	32,446,278	33,604,862	32,007,594	33,925,751	35,032,429	35,909,269	34,767,531	32,962,328	32,942,764	29,282,613	31,437,899
NUMBER OF CUSTOMERS:													
Residential	44,350	44,203	44,602	44,584	44,479	44,497	44,408	44,329	44,640	44,200	44,144	44,018	44,091
Small General Non Demand	4,141	3,953	4,092	4,091	4,087	4,122	4,197	4,211	4,213	4,185	4,183	4,173	4,180
Small General Demand	1,027	1,079	1,085	1,082	1,080	1,086	1,014	971	983	985	985	984	986
Large General	120	120	120	121	120	121	120	119	119	118	121	119	119
Private Outdoor Lighting	520	517	515	517	520	518	519	520	520	522	523	521	522
Independent Power Producer	2	2	2	2	2	2	2	2	2	2	2	2	2
Sub-Total	50,158	49,874	50,416	50,397	50,288	50,346	50,260	50,152	50,477	50,012	49,958	49,817	49,900
Government Service:													
Small Non Demand	663	644	644	645	644	648	671	676	676	672	675	678	679
Small Demand	369	384	383	383	382	382	381	356	355	356	357	357	356
Large	43	44	44	44	44	44	43	43	42	42	42	42	42
Street Lighting (Agencies)	621	618	618	618	618	618	619	618	618	621	629	628	628
Sub-Total	1,696	1,690	1,689	1,690	1,688	1,692	1,714	1,693	1,691	1,691	1,703	1,705	1,705
Total	51,854	51,564	52,105	52,087	51,976	52,038	51,974	51,845	52,168	51,703	51,661	51,522	51,605
U.S. Navy	1	1	1	1	1	1	1	1	1	1	1	1	1
Grand Total	51,855	51,565	52,106	52,088	51,977	52,039	51,975	51,846	52,169	51,704	51,662	51,523	51,606

GPA303

GUAM POWER AUTHORITY
ACCRUED REVENUE
DECEMBER 2019

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	0.154242 OIL C/KWH	0.154242 OIL AMOUNT
Month												
R Residential	44,203	41,139,080	$ 10,333,720	$ 25.12	$ 25.12	$ 10,333,720	931	$ 234	$ 9.69	$ 3,988,346	$ 15.42	$ 6,345,374
G Small Gen. Non Demand	3,953	5,151,158	$ 1,544,644	$ 29.99	$ 29.99	$ 1,544,644	1,303	$ 391	$ 14.56	$ 750,119	$ 15.42	$ 794,525
J Small Gen. Demand	1,079	16,007,245	$ 4,451,665	$ 27.81	$ 27.81	$ 4,451,665	14,835	$ 4,126	$ 12.39	$ 1,983,814	$ 15.42	$ 2,467,851
P Large General	120	25,153,208	$ 6,436,132	$ 25.59	$ 25.59	$ 6,436,132	209,610	$ 53,634	$ 10.24	$ 2,575,109	$ 15.35	$ 3,861,023
I Independent Power Producer	2	34,266	$ 9,864	$ 28.79	$ 28.79	$ 9,864	17,133	$ 4,932	$ 13.90	$ 4,762	$ 14.89	$ 5,102
H Private St. Lights	517	31,725	$ 25,341	$ 79.88	$ 79.88	$ 25,341	61	$ 49	$ 64.45	$ 20,448	$ 15.42	$ 4,893
Sub-Total	49,874	87,516,681	$ 22,801,366	$ 26.05	$ 26.05	$ 22,801,366	1,755	$ 457	$ 10.65	$ 9,322,599	$ 15.40	$ 13,478,768
Government Service:												
S Small Non Demand	644	732,098	$ 232,560	$ 31.77	$ 31.77	$ 232,560	1,137	$ 361	$ 16.34	$ 119,640	$ 15.42	$ 112,920
K Small Demand	384	8,610,483	$ 2,461,603	$ 28.59	$ 28.59	$ 2,461,603	22,423	$ 6,410	$ 13.16	$ 1,133,505	$ 15.42	$ 1,328,098
L Large	44	5,917,603	$ 1,642,284	$ 27.75	$ 27.75	$ 1,642,284	134,491	$ 37,325	$ 12.52	$ 740,892	$ 15.23	$ 901,392
* **F Street Lighting (Agencies)**	618	270,787	$ 342,012	$ 126.30	$ 126.30	$ 342,012	438	$ 553	$ 110.88	$ 300,245	$ 15.42	$ 41,767
Sub-Total	1,690	15,530,972	$ 4,678,460	$ 30.12	$ 30.12	$ 4,678,460	9,190	$ 2,768	$ 14.77	$ 2,294,282	$ 15.35	$ 2,384,177
	51,564	103,047,653	$ 27,479,826	$ 26.67	$ 26.67	$ 27,479,826	1,998	$ 533	$ 40.78	$ 11,616,881	$ 15.39	$ 15,862,945
U.S. Navy	1	25,910,039	$ 5,433,030	$ 20.97	$ 20.97	$ 5,433,030			$ 6.17	$ 1,598,842	$ 14.80	$ 3,834,187
TOTAL	**51,565**	**128,957,692**	**$ 32,912,856**	**$ 25.52**	**$ 25.52**	**$ 32,912,856**	**2,501**	**$ 638**	**$ 10.25**	**$ 13,215,723**	**$ 15.27**	**$ 19,697,133**
Three Months Ended December 2019												
R Residential	44,463	124,979,220	$ 31,319,319	$ 25.06	$ 25.06	$ 31,319,319	2,811	$ 704	$ 9.64	$ 12,042,274	$ 15.42	$ 19,277,045
G Small Gen. Non Demand	4,045	16,111,373	$ 4,788,160	$ 29.72	$ 29.72	$ 4,788,160	3,983	$ 1,184	$ 14.29	$ 2,303,110	$ 15.42	$ 2,485,050
J Small Gen. Demand	1,082	48,748,270	$ 13,436,022	$ 27.56	$ 27.56	$ 13,436,022	45,054	$ 12,418	$ 12.14	$ 5,920,385	$ 15.42	$ 7,515,636
P Large General	120	75,407,283	$ 19,390,231	$ 25.71	$ 25.71	$ 19,390,231	626,653	$ 161,138	$ 10.36	$ 7,813,706	$ 15.35	$ 11,576,525
I Independent Power Producer	516	97,342	$ 26,341	$ 27.06	$ 27.06	$ 26,341	189	$ 51	$ 12.17	$ 11,843	$ 14.89	$ 14,498
H Private St. Lights	2	99,353	$ 77,083	$ 77.58	$ 77.58	$ 77,083	49,677	$ 38,541	$ 62.16	$ 61,758	$ 15.42	$ 15,324
Sub-Total	50,229	265,442,842	$ 69,037,156	$ 26.01	$ 26.01	$ 69,037,156	5,285	$ 1,374	$ 10.61	$ 28,153,077	$ 15.40	$ 40,884,079
Government Service:												
S Small Non Demand	644	2,250,625	$ 714,906	$ 31.76	$ 31.76	$ 714,906	3,493	$ 1,110	$ 16.34	$ 367,765	$ 15.42	$ 347,141
K Small Demand	383	25,828,484	$ 7,422,829	$ 28.74	$ 28.74	$ 7,422,829	67,379	$ 19,364	$ 13.31	$ 3,438,991	$ 15.42	$ 3,983,837
L Large	44	18,422,481	$ 5,106,030	$ 27.72	$ 27.72	$ 5,106,030	418,693	$ 116,046	$ 12.48	$ 2,299,184	$ 15.24	$ 2,806,847
F Street Lighting (Agencies)	618	1,788,025	$ 1,304,793	$ 72.97	$ 72.97	$ 1,304,793	2,893	$ 2,111	$ 57.55	$ 1,029,005	$ 15.42	$ 275,789
Sub-Total	1,690	48,289,616	$ 14,548,558	$ 30.13	$ 30.13	$ 14,548,558	28,579	$ 8,610	$ 14.78	$ 7,134,945	$ 15.35	$ 7,413,613
U.S. Navy	1	76,599,126	$ 15,378,282	$ 20.08	$ 20.08	$ 15,378,282			$ 6.17	$ 4,725,481	$ 13.91	$ 10,652,801
TOTAL	**51,920**	**390,331,584**	**$ 98,963,996**	**$ 25.35**	**$ 25.35**	**$ 98,963,996**	**7,518**	**$ 1,906**	**$ 10.25**	**$ 40,013,503**	**$ 15.10**	**$ 58,950,493**
Twelve Months Ended December 2019												
R Residential	44,350	497,117,527	$ 124,553,689	$ 25.06	$ 25.06	$ 124,553,689	11,209	$ 2,808	$ 9.63	$ 47,877,288	$ 15.42	$ 76,676,402
G Small Gen. Non Demand	4,141	71,840,500	$ 21,156,369	$ 29.45	$ 29.45	$ 21,156,369	17,350	$ 5,110	$ 14.02	$ 10,075,546	$ 15.42	$ 11,080,822
J Small Gen. Demand	1,027	190,275,675	$ 52,276,304	$ 27.47	$ 27.47	$ 52,276,304	185,333	$ 50,918	$ 12.06	$ 22,940,925	$ 15.42	$ 29,335,380
P Large General	120	299,882,909	$ 77,232,657	$ 25.75	$ 25.75	$ 77,232,657	2,504,241	$ 644,949	$ 10.40	$ 31,195,452	$ 15.35	$ 46,037,206
I Independent Power Producer	2	400,713	$ 109,968	$ 27.44	$ 27.44	$ 109,968	200,357	$ 54,984	$ 12.45	$ 49,885	$ 14.99	$ 60,083
H Private St. Lights	520	394,896	$ 308,708	$ 78.17	$ 78.17	$ 308,708	760	$ 594	$ 62.86	$ 248,251	$ 15.31	$ 60,458
Sub-Total	50,158	1,059,912,220	$ 275,637,696	$ 26.01	$ 26.01	$ 275,637,696	21,131	$ 5,495	$ 10.60	$ 112,387,347	$ 15.40	$ 163,250,349
Government Service:												
S Small Non Demand	663	11,487,208	$ 3,556,761	$ 30.96	$ 30.96	$ 3,556,761	17,335	$ 5,367	$ 15.54	$ 1,784,951	$ 15.42	$ 1,771,810
K Small Demand	369	99,878,451	$ 28,682,313	$ 28.72	$ 28.72	$ 28,682,313	270,429	$ 77,660	$ 13.29	$ 13,276,861	$ 15.42	$ 15,405,452
L Large	43	72,058,928	$ 19,999,609	$ 27.75	$ 27.75	$ 19,999,609	1,675,789	$ 465,107	$ 12.52	$ 9,020,168	$ 15.24	$ 10,979,440
F Street Lighting (Agencies)	621	8,658,990	$ 5,641,150	$ 65.15	$ 65.15	$ 5,641,150	13,945	$ 9,085	$ 49.72	$ 4,305,571	$ 15.42	$ 1,335,580
Sub-Total	1,696	192,083,577	$ 57,879,833	$ 30.13	$ 30.13	$ 57,879,833	113,262	$ 34,129	$ 14.78	$ 28,387,551	$ 15.35	$ 29,492,282
	51,854	1,251,995,796	$ 333,517,529	$ 26.64	$ 26.64	$ 333,517,529	24,145	$ 6,432	$ 11.24	$ 140,774,897	$ 15.39	$ 192,742,632
U.S. Navy	1	312,405,502	$ 63,714,643	$ 20.39	$ 20.39	$ 63,714,643			$ 6.36	$ 19,868,441	$ 14.04	$ 43,846,202
TOTAL	**51,855**	**1,564,401,298**	**$ 397,232,172**	**$ 25.39**	**$ 25.39**	**$ 397,232,172**	**30,169**	**$ 7,660**	**$ 10.27**	**$ 160,643,339**	**$ 15.12**	**$ 236,588,833**

*** Government Street Lighting KWH Sales and Revenue Yield is too high due to DPW Accounts adjustments per GIS St Light Counts Reconciliation**

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

318Dec19 **FY 2020 Versus FY 2019**

	December 2019		December 2018		Y T D 2020		Y T D 2019		MOVING TWELVE MONTHS	
Gross Generation										
Number of days in Period	**31**		**31**		**61**		**61**		**365**	
Peak demand	**236**		**237**		**247**		**245**		**255**	
Date	**12/03/19**		**12/06/18**		**10/23/19**		**11/04/19**		**06/06/19**	
	KWH	**% change**	**KWH**	**% change**	**KWH**	**% change**	**KWH**	**% change**	**KWH**	**% change**
Energy Account:										
Kilowatt hours GPA:										
Cabras 1 & 2	62,744,000		50,479,000		166,028,000		176,435,000		747,409,000	
Cabras No. 3	0		0		0		0		0	
Cabras No. 4	0		0		0		0		0	
MEC (ENRON) Piti 8 (IPP)	27,440,500		29,539,700		84,034,500		72,707,300		289,775,400	
MEC (ENRON) Piti 9 (IPP)	26,851,100		29,349,600		83,946,200		76,795,000		298,232,570	
TEMES Piti 7 (IPP)	2,139,094		6,281,944		17,851,050		24,003,522		43,204,723	
Tanguisson 2	0		0		0		0		0	
Tanguisson 1	0		0		0		0		0	
Diesels/CT's & Others:							0			
MDI 10MW	0		0		101,736		68,932		735,494	
NRG Solar Dandan	3,930,000		3,380,595		11,628,685		11,492,083		48,107,126	
Dededo CT #1	0		159,100		1,376,910		2,644,980		3,623,740	
Dededo CT #2	227,630		319,680		2,471,280		3,409,930		6,739,590	
Macheche CT	4,439,390		4,244,186		16,618,158		14,450,134		56,042,208	
Yigo CT (Leased)	4,428,786		4,774,403		13,446,535		15,290,941		47,426,019	
Tenjo	4,507,890		129,320		14,449,190		7,893,740		34,798,820	
Talofofo 10 MW	7,620		1,609,120		1,059,020		1,609,120		8,265,790	
Aggreko	6,713,400		15,653,538		19,181,225		28,929,141		139,671,730	
Wind Turbine*	0		0		12,221		10,431		146,588	
Orote	0		0		0		0		0	
Marbo	0		0		0		0		0	
	143,429,410		**145,920,185**		**432,204,710**		**435,740,254**		**1,724,178,799**	
Ratio to last year		98.29		96.22		99.19		**97.55**		**100.97**
Station use	5,661,925		5,241,350		16,482,421		16,551,681		66,821,202	
Ratio to Gross generation		3.95		3.59		3.81		3.80		**3.88**
Net send out	137,767,485		140,678,836		415,722,290		419,188,573		1,657,357,597	
Ratio to last year		97.93		96.38		99.17		**97.52**		**100.74**
KWH deliveries:										
Sales to Navy (@34.5kv)	**25,910,039**		**26,518,827**		**76,599,126**		**77,991,690**		**312,405,503**	
Ratio to last year		97.70		94.48		98.21		**97.31**		**102.66**
GPA-metered	**111,857,446**		**114,160,009**		**339,123,164**		**341,196,883**		**1,344,952,094**	
Ratio to last year		97.98		96.83		99.39		**97.57**		**100.31**
Power factor adj.	0		0		0		0		0	
Adjusted	111,857,446		114,160,009		339,123,164		341,196,883		1,344,952,094	
GPA KWH Accountability:										
Sales to civilian customers-accrual basis	**103,047,653**		**105,671,074**		**313,732,457**		**316,224,347**		**1,251,995,797**	
Ratio to last year		97.52		95.61		99.21		**96.49**		**100.23**
GPA use-KWH	350,384		338,948		1,036,015		1,012,809		4,162,998	
Unaccounted For	8,459,409		8,149,987		24,354,692		23,959,726		88,793,298	
Ratio to deliveries		7.56		7.14		7.18		7.02		6.60
Ratio to Gross Generation		5.90		5.59		5.63		5.50		5.15
Ratio to Net Send Out		6.14		5.79		5.86		5.72		5.36

GPA-317Dec19

Guam Power Authority
Fuel Consumption
FY 2020

Description	December 2019 BARRELS	December 2019 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	172,187	$12,130,475	386,994	$ 25,894,340	1,528,187	$ 108,797,738
Diesel	46,162	$4,054,285	184,872	$ 16,412,307	709,502	$ 64,733,188
Low Sulfur	7,859	$515,257	126,173	$ 8,615,884	525,672	$ 38,839,125
Deferred Fuel Costs	0	$1,414,471	0	$ 3,471,094	0	$ 5,902,252
Fuel Adjustments	0	$0		$ -	0	$ 230,610
Fuel Handling Costs	0	$1,582,644	0	$ 4,556,867	0	$ 18,085,920
	226,208	**$19,697,132**	**698,039**	**$ 58,950,492**	**2,763,361**	**$ 236,588,833**
IWPS:						
GPA RFO	172,187	$12,130,475	386,994	$ 25,894,340	1,528,187	$ 108,797,738
Diesel	46,162	$4,054,285	184,872	$ 16,412,307	709,502	$ 64,733,188
Low Sulfur	7,859	$515,257	126,173	$ 8,615,884	525,672	$ 38,839,125
Deferred Fuel Costs	0	$1,414,471	0	$ 3,471,094	0	$ 5,902,252
Fuel Variance	0	$0	0	$ -		$ 230,610
Fuel Handling Costs	0	$1,582,644	0	$ 4,556,867	0	$ 18,085,920
	226,208	**$19,697,132**	**698,039**	**$ 58,950,492**	**2,763,361**	**$ 236,588,833**
AVERAGE COST/Bbl.						
GPA RFO		**$70.45**		**$66.91**		**$71.19**
Diesel		**$87.83**		**$88.78**		**$91.24**
Low Sulfur		**$65.56**		**$68.29**		**$73.88**
AS BURNED						
Cabras 1 & 2						
RFO	102,290	$ 7,221,591	210,337	$ 14,207,013	925,280	$ 66,339,086
Low Sulfur	3,928	$ 257,533	75,395	$ 5,143,479	337,999	$ 24,987,692
Diesel	165	$ 15,458	271	$ 25,118	1,655	$ 152,914
	106,383	$ 7,494,582	286,002	$ 19,375,610	1,264,933	$ 91,479,692
Cabras 3 & 4						
RFO	0	$ -	0	$ -	0	$ -
Low Sulfur	0	$ -	0	$ -	0	$ -
Diesel	0	$ -	0	$ -	0	$ -
	0	$ -	0	$ -	0	$ -
MEC (Piti Units 8&9)						
RFO	69,897	$ 4,908,884	176,657	$ 11,687,327	602,907	$ 42,458,652
Low Sulfur	3,931	$ 257,724	50,778	$ 3,472,405	187,674	$ 13,851,433
Diesel	3	$ 236	6	$ 394	40	$ 2,806
	73,831	$ 5,166,844	227,441	$ 15,160,126	790,620	$ 56,312,891
Diesel & CT's - GPA:						
MDI Dsl	0	$ -	164	$ 15,509	1,128	$ 96,637
Macheche CT	9,857	$ 859,263	36,366	$ 3,181,844	122,748	$ 11,055,234
Yigo CT	9,722	$ 845,754	29,201	$ 2,555,015	104,244	$ 9,359,914
Talofofo 10 MW	13	$ 1,168	1,856	$ 162,054	14,615	$ 1,320,364
Aggreko	12,470	$ 1,085,258	35,213	$ 3,080,432	258,260	$ 23,305,743
Tenjo	7,677	$ 700,002	24,579	$ 2,305,019	60,109	$ 6,087,800
TEMES (IPP)	5,689	$ 497,633	45,507	$ 4,016,866	114,177	$ 10,292,293
GWA Generators	5	$ 631	209	$ 27,855	1,007	$ 130,765
	45,993	$ 4,038,591	184,596	$ 16,386,795	707,808	$ 64,577,469
Deferred Fuel Costs	0	$ 1,414,471		$ 3,471,094		$ 5,902,252
Adjustment		$ -		$ -		$ 230,610
Fuel Handling Costs	0	$ 1,582,644		$ 4,556,867		$ 18,085,920
TOTAL	**226,207**	**$ 19,697,132**	**698,039**	**$ 58,950,492**	**2,763,361**	**$ 236,588,833**

Guam Power Authority
Debt service coverage
December 31, 2019

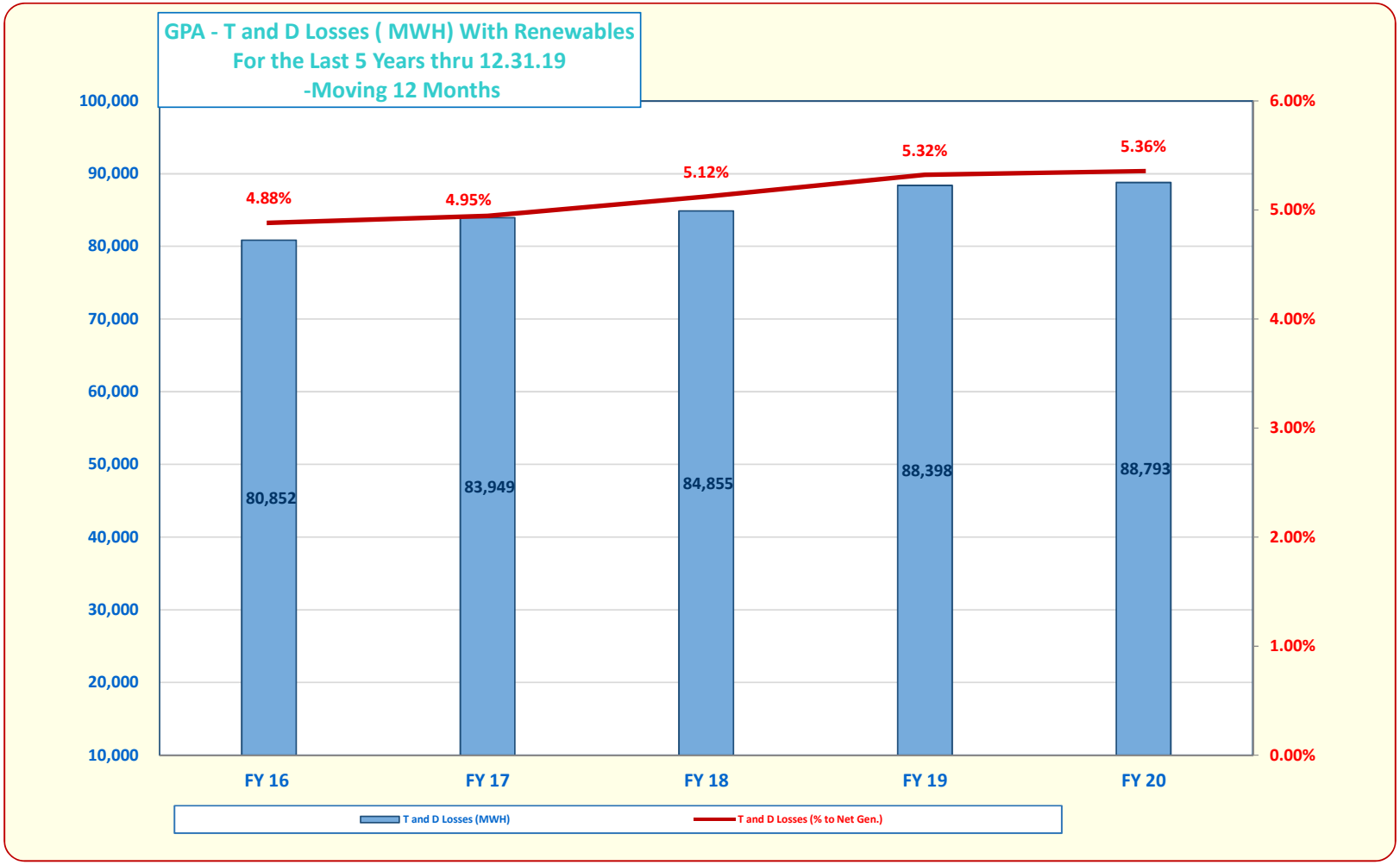
	2016	Restated 2017	Audited 2018	YTD Unaudited 2019	YTD Unaudited 2020
Funds Available for Debt Service					
Earnings from Operations	$ 37,981	$ 36,522	$ 38,164	$ 44,818	$ 11,643
Interest Income	57	122	620	5,008	606
Depreciation Expense	44,240	44,292	37,184	37,344	9,116
Balance Available for Debt Service	$ 82,278	$ 80,936	$ 75,968	$ 87,170	$ 21,365
IPP - Capital Costs					
Principal	$ 14,819	$ 20,796	$ 23,210	$ 13,470	$ 2,100
Interest	5,970	5,609	3,159	1,068	133
Total IPP Payments	$ 20,789	$ 26,405	$ 26,369	$ 14,538	$ 2,233
Bond Debt Service					
Principal (1993 & 1999 Revenue Bond)	$ -	$ -	$ -	$ -	$ -
Interest (1993 & 1999 Revenue Bond)	-	-	-	-	-
Principal and Interest (2010 Subordinate Bond)	-	-	-	-	-
Principal and Interest (2010 Senior TE Bond)	7,999	7,999	2,000	-	-
Principal and Interest (2012 Senior TE Bond)	17,098	17,449	17,086	31,467	8,808
Principal and Interest (2014 Senior TE Bond)	10	5,084	5,083	5,084	1,272
Principal and Interest (2017 Senior TE Bond)			5,916	7,607	1,854
Total	$ 25,107	$ 30,532	$ 30,086	$ 44,158	$ 11,934
Debt Service Coverage (DSC) Calculation					
Existing DSC Methodology (Senior)	2.45 x	1.79 x	1.65 x	1.64 x	1.60 x
Existing DSC Methodology (Senior+Subordinate)	2.45 x	1.79 x	1.65 x	1.64 x	1.60 x
Bond Covenant DSC	3.28 x	2.65 x	2.53 x	1.97 x	1.79 x
Debt Service Coverage Requirements					
Existing Ratemaking DSC Target	1.75 x	1.75 x	1.75 x	1.75 x	1.75 x
Minimum Bond Covenant Requirement (Senior Bond)	1.30 x	1.30 x	1.30 x	1.30 x	1.30 x
Minimum Bond Covenant Requirement (Subordinate Bond	1.20 x	1.20 x	1.20 x	1.20 x	1.20 x

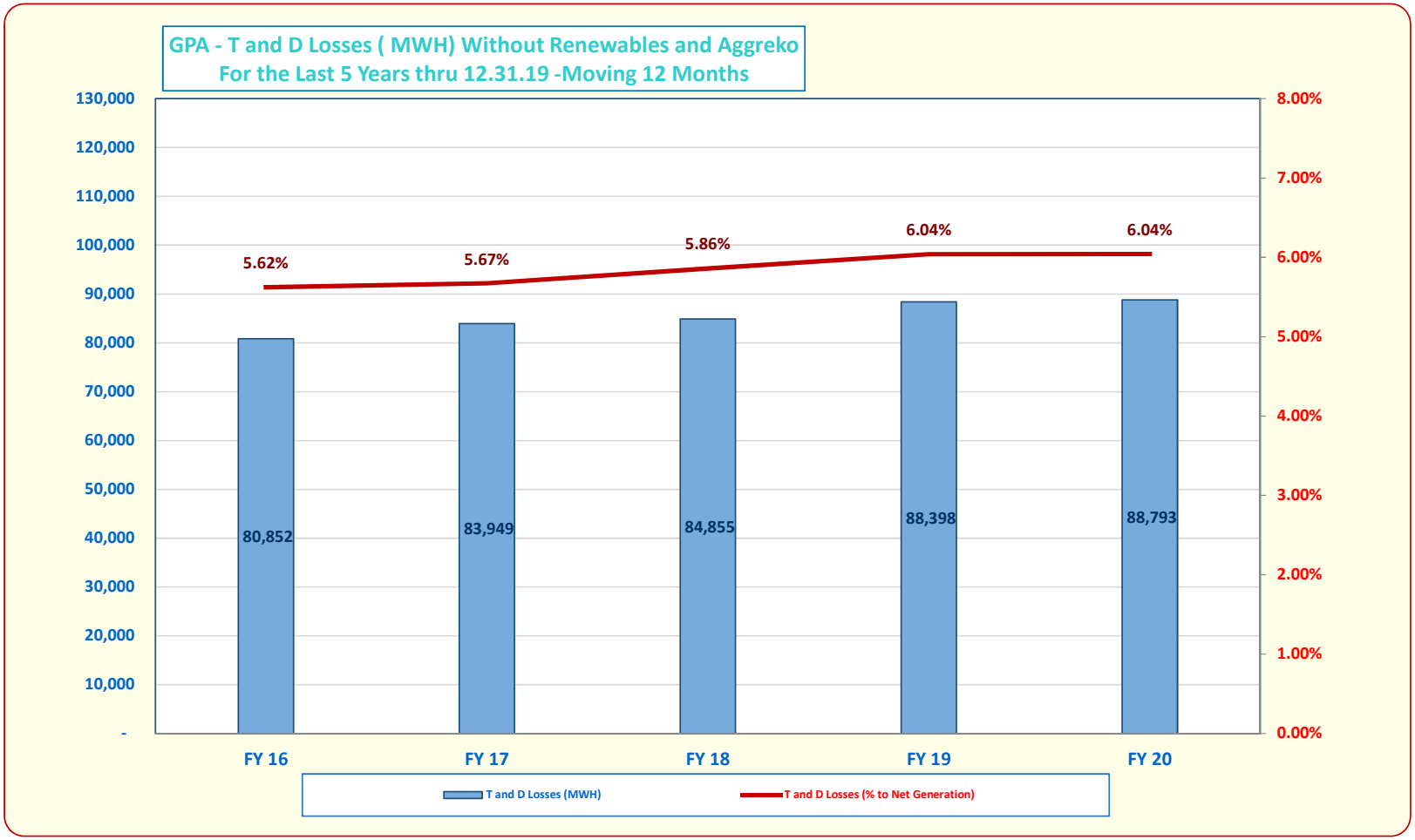
Notes:
(1) Source: Guam Power Authority, 2014 - 2018 Audited Financial Statements
(2) Interest income is net of interest earnings in the Construction Fund and the amortization of deferred credit.
(3) Existing DSC Methodology (Rating Agency Method):
(Operating Earnings + Depreciation Expense - IPP Principal & Interest Payments)/
(Senior and Subordinate Bond Principal & Interest Payments)
(4) Bond Covenant DSC Methodology: (Operating Earnings + Depreciation Expense)/
(Senior and Subordinate Bond Principal & Interest Payments)

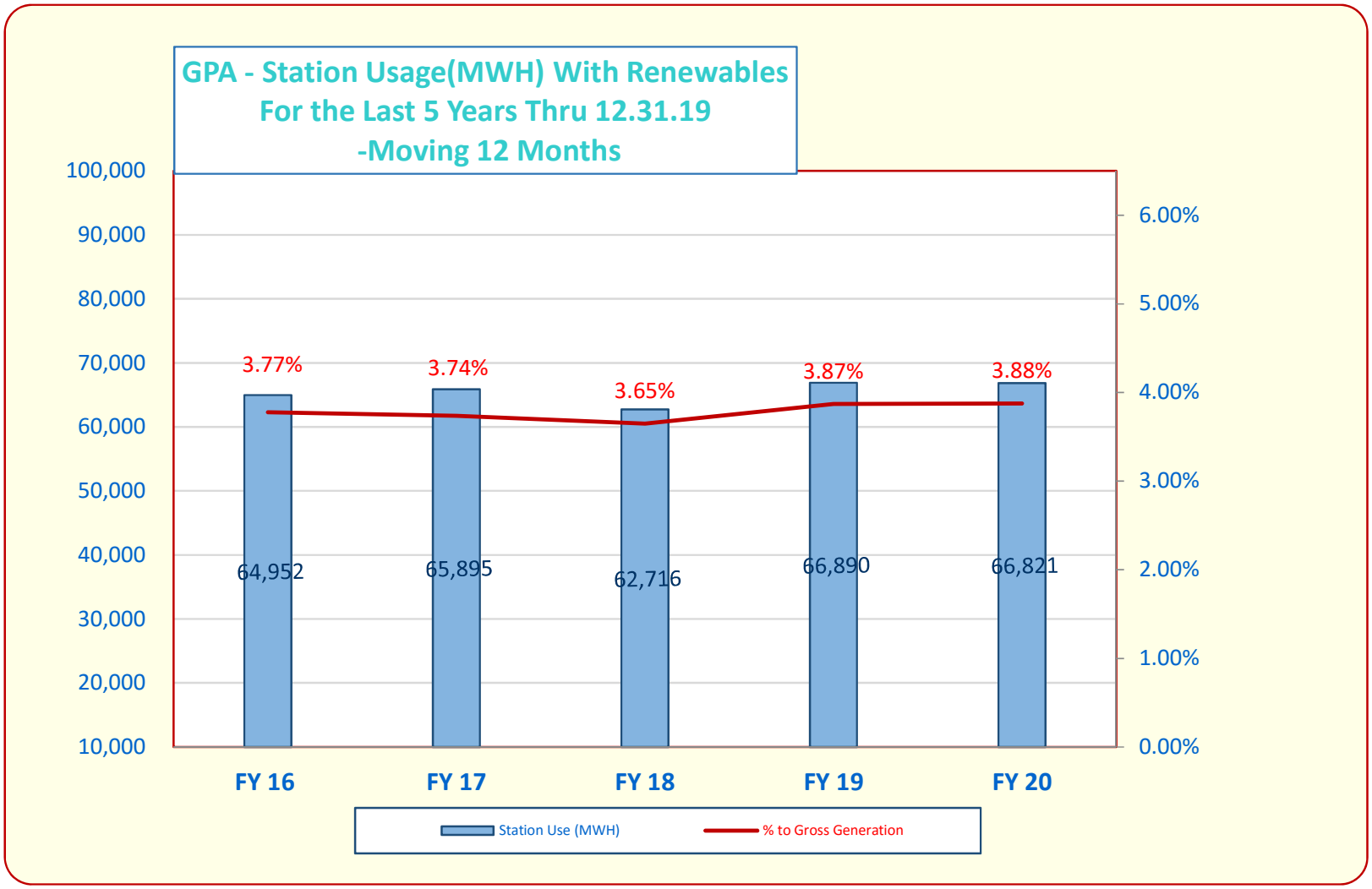
REVENUES-ACTUAL VS PROJECTIONS

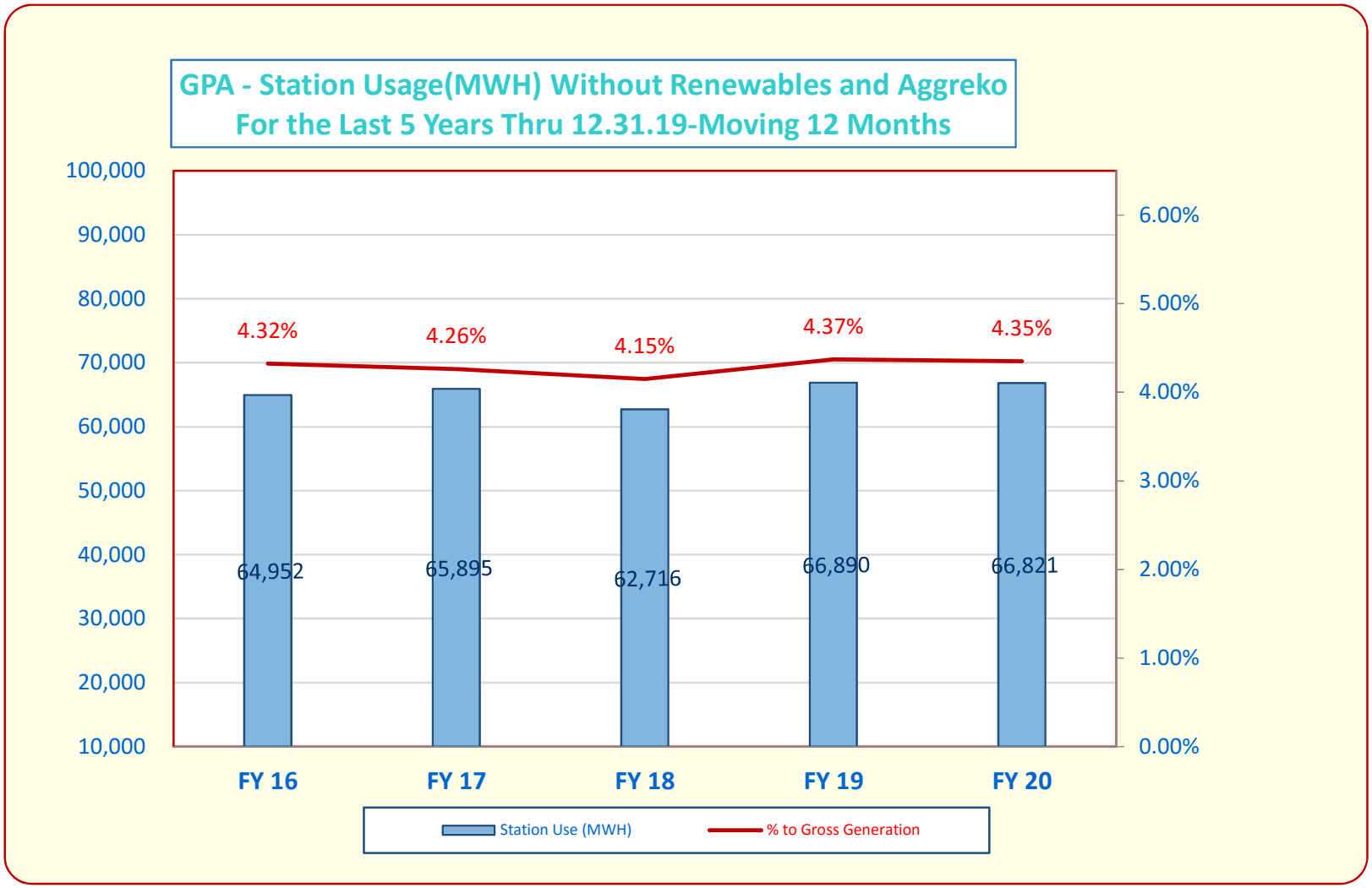
	MONTHLY - DECEMBER 2019				YTD THRU 12/31/19			
	PROJECTIONS	ACTUAL	VARIANCE	% VARIANCE	PROJECTIONS	ACTUAL	VARIANCE	% VARIANCE
KWH								
Residential	43,239,998	41,139,080	(2,100,919)	-4.86%	130,516,771	124,979,220	(5,537,551)	-4.24%
Small General-Non-Demand	7,499,314	5,151,158	(2,348,156)	-31.31%	22,232,159	16,111,373	(6,120,786)	-27.53%
Small General-Demand	15,294,878	16,007,245	712,367	4.66%	45,721,679	48,748,270	3,026,591	6.62%
Large	26,932,983	25,153,208	(1,779,775)	-6.61%	80,205,634	75,407,283	(4,798,351)	-5.98%
Independent Power Producers	34,013	34,266	252	0.74%	101,291	97,342	(3,949)	-3.90%
Private St. Lites	5,149	31,725	26,576	516.15%	15,557	99,353	83,797	538.65%
Sub-total	**93,006,335**	**87,516,681**	**(5,489,654)**	**-5.90%**	**278,793,091**	**265,442,842**	**(13,350,250)**	**-4.79%**
Government								
Small_Non Demand	1,293,383	732,098	(561,285)	-43.40%	3,750,814	2,250,625	(1,500,189)	-40.00%
Small-Demand	7,875,627	8,610,483	734,857	9.33%	23,168,327	25,828,484	2,660,157	11.48%
Large	6,673,660	5,917,603	(756,056)	-11.33%	20,082,825	18,422,481	(1,660,344)	-8.27%
Public St. Lites	779,810	270,787	(509,023)	-65.28%	2,294,502	1,788,025	(506,477)	-22.07%
Sub-total	**16,622,479**	**15,530,972**	**(1,091,508)**	**-6.57%**	**49,296,469**	**48,289,616**	**(1,006,853)**	**-2.04%**
Total-Civilian	**109,628,814**	**103,047,653**	**(6,581,162)**	**-6.00%**	**328,089,560**	**313,732,458**	**(14,357,102)**	**-4.38%**
USN	25,713,700	25,910,039	196,339	0.76%	75,623,815	76,599,126	975,311	1.29%
Grand Total	**135,342,514**	**128,957,692**	**(6,384,822)**	**-4.72%**	**403,713,375**	**390,331,584**	**(13,381,791)**	**-3.31%**
					-	-		
Non-Oil Yield								
Residential	0.096264	0.096948	0.000683	0.71%	0.096264	0.096354	0.000090	0.09%
Small General-Non-Demand	0.136877	0.145621	0.008745	6.39%	0.136877	0.142949	0.006073	4.44%
Small General-Demand	0.120054	0.123932	0.003879	3.23%	0.120054	0.121448	0.001395	1.16%
Large	0.104208	0.102377	(0.001831)	-1.76%	0.104208	0.103620	(0.000588)	-0.56%
Independent Power Producers	0.626461	0.138986	(0.487476)	0.00%	0.626461	0.121668	(0.504794)	0.00%
Private St. Lites	0.114929	0.644531	0.529602	460.81%	0.114929	0.621604	0.506675	440.86%
Sub-total	**0.105946**	**0.106524**	**0.000577**	**0.54%**	**0.105883**	**0.106061**	**0.000177**	**0.17%**
Government					-			
Small_Non Demand	0.150486	0.163421	0.012935	8.60%	0.150486	0.163406	0.012920	8.59%
Small-Demand	0.135060	0.131642	(0.003417)	-2.53%	0.135060	0.133147	(0.001913)	-1.42%
Large	0.127855	0.125201	(0.002654)	-2.08%	0.127855	0.124803	(0.003052)	-2.39%
Public St. Lites	0.473421	1.108787	0.635367	134.21%	0.473421	0.575498	0.102077	21.56%
Sub-total	**0.149241**	**0.147723**	**(0.001518)**	**-1.02%**	**0.149047**	**0.147753**	**(0.001294)**	**-0.87%**
Total-Civilian	**0.112511**	**0.112733**	**0.000222**	**0.20%**	**0.154242**	**0.112478**	**(0.041764)**	**-27.08%**
USN	0.062452	0.061707	(0.000744)	-1.19%	0.062452	0.061691	(0.000761)	-1.22%
Grand Total	**0.103000**	**0.102481**	**(0.000519)**	**-0.50%**	**0.103018**	**0.102512**	**(0.000507)**	**-0.49%**
Non-Oil Revenues								
Residential	4,162,476	3,988,346	(174,130)	-4.18%	12,564,130	12,042,274	(521,856)	-4.15%
Small General-Non-Demand	1,026,481	750,119	(276,362)	-26.92%	3,043,063	2,303,110	(739,953)	-24.32%
Small General-Demand	1,836,204	1,983,814	147,610	8.04%	5,489,050	5,920,385	431,335	7.86%
Large	2,806,629	2,575,109	(231,520)	-8.25%	8,358,059	7,813,706	(544,354)	-6.51%
Independent Power Producers	21,308	4,762	(16,546)	-77.65%	63,455	11,843	(51,611)	-81.34%
Private St. Lites	592	20,448	19,856	3355.43%	1,788	61,758	59,971	3354.21%
Sub-total	**9,853,690**	**9,322,599**	**(531,092)**	**-5.39%**	**29,519,545**	**28,153,077**	**(1,366,468)**	**-4.63%**
Government								
Small_Non Demand	194,636	119,640	(74,996)	-38.53%	564,444	367,765	(196,679)	-34.84%
Small-Demand	1,063,681	1,133,505	69,824	6.56%	3,129,110	3,438,991	309,881	9.90%
Large	853,261	740,892	(112,369)	-13.17%	2,567,689	2,299,184	(268,505)	-10.46%
Public St. Lites	369,178	300,245	(68,933)	-18.67%	1,086,265	1,029,005	(57,260)	-5.27%
Sub-total	**2,480,755**	**2,294,282**	**(186,473)**	**-7.52%**	**7,347,508**	**7,134,945**	**(212,563)**	**-2.89%**
Total-Civilian	**12,334,446**	**11,616,881**	**(717,565)**	**-5.82%**	**36,867,053**	**35,288,022**	**(1,579,032)**	**-4.28%**
USN	1,605,862	1,598,842	(7,020)	-0.44%	4,722,830	4,725,481	2,651	0.06%
Grand Total	**13,940,308**	**13,215,723**	**(724,585)**	**-5.20%**	**41,589,884**	**40,013,503**	**(1,576,381)**	**-3.79%**
% of Total Revenues	40.04%	40.15%			40.04%	40.43%		
Oil Revenues								
Residential	6,669,424	6,345,374	(324,050)	-4.86%	20,131,168	19,277,045	(854,123)	-4.24%
Small General-Non-Demand	1,156,709	794,525	(362,184)	-31.31%	3,429,133	2,485,050	(944,082)	-27.53%
Small General-Demand	2,359,113	2,467,851	108,738	4.61%	7,052,203	7,515,636	463,433	6.57%
Large	4,154,197	3,861,023	(293,174)	-7.06%	12,371,077	11,576,525	(794,552)	-6.42%
Independent Power Producers	5,246	5,102	(144)	-2.75%	15,623	14,498	(1,126)	-7.20%
Private St. Lites	794	4,893	4,099	516.15%	2,400	15,324	12,925	538.65%
Sub-total	**14,345,483**	**13,478,768**	**(866,715)**	**-6.04%**	**43,001,604**	**40,884,079**	**(2,117,525)**	**-4.92%**
Government								
Small_Non Demand	199,494	112,920	(86,574)	-43.40%	578,533	347,141	(231,392)	-40.00%
Small-Demand	1,214,752	1,328,098	113,346	9.33%	3,573,529	3,983,837	410,308	11.48%
Large	1,029,359	901,392	(127,966)	-12.43%	3,097,615	2,806,847	(290,769)	-9.39%
Public St. Lites	120,279	41,767	(78,513)	-65.28%	353,909	275,789	(78,120)	-22.07%
Sub-total	**2,563,884**	**2,384,177**	**(179,707)**	**-7.01%**	**7,603,586**	**7,413,613**	**(189,973)**	**-2.50%**
Total-Civilian	**16,909,368**	**15,862,945**	**(1,046,423)**	**-6.19%**	**50,605,190**	**48,297,692**	**(2,307,498)**	**-4.56%**
USN	3,966,132	3,834,187	(131,945)	-3.33%	11,664,368	10,652,801	(1,011,568)	-8.67%
Grand Total	**20,875,500**	**19,697,133**	**(1,178,368)**	**-5.64%**	**62,269,558**	**58,950,493**	**(3,319,065)**	**-5.33%**
% of Total Revenues	59.96%	59.85%			59.96%	59.57%		
Grand Total								
Residential	10,831,900	10,333,720	(498,180)	-4.60%	32,695,298	31,319,319	(1,375,979)	-4.21%
Small General-Non-Demand	2,183,190	1,544,644	(638,546)	-29.25%	6,472,196	4,788,160	(1,684,036)	-26.02%
Small General-Demand	4,195,317	4,451,665	256,348	6.11%	12,541,253	13,436,022	894,768	7.13%
Large	6,960,826	6,436,132	(524,695)	-7.54%	20,729,137	19,390,231	(1,338,906)	-6.46%
Independent Power Producers	26,554	9,864	(16,690)	-62.85%	79,078	26,341	(52,737)	-66.69%
Private St. Lites	1,386	25,341	23,955	1728.45%	4,187	77,083	72,895	1740.82%
Sub-total	**24,199,174**	**22,801,366**	**(1,397,807)**	**-5.78%**	**72,521,149**	**69,037,156**	**(3,483,994)**	**-4.80%**
Government					-			
Small_Non Demand	394,129	232,560	(161,569)	-40.99%	1,142,977	714,906	(428,071)	-37.45%
Small-Demand	2,278,433	2,461,603	183,170	8.04%	6,702,640	7,422,829	720,189	10.74%
Large	1,882,619	1,642,284	(240,335)	-12.77%	5,665,304	5,106,030	(559,274)	-9.87%
Public St. Lites	489,458	342,012	(147,445)	-30.12%	1,440,173	1,304,793	(135,380)	-9.40%
Sub-total	**5,044,640**	**4,678,460**	**(366,180)**	**-7.26%**	**14,951,094**	**14,548,558**	**(402,536)**	**-2.69%**
Total-Civilian	**29,243,813**	**27,479,826**	**(1,763,987)**	**-6.03%**	**87,472,243**	**83,585,714**	**(3,886,530)**	**-4.44%**
USN	5,571,995	5,433,030	(138,965)	-2.49%	16,387,199	15,378,282	(1,008,917)	-6.16%
Grand Total	**34,815,808**	**32,912,856**	**(1,902,952)**	**-5.47%**	**103,859,442**	**98,963,996**	**(4,895,447)**	**-4.71%**
	-	-	-					

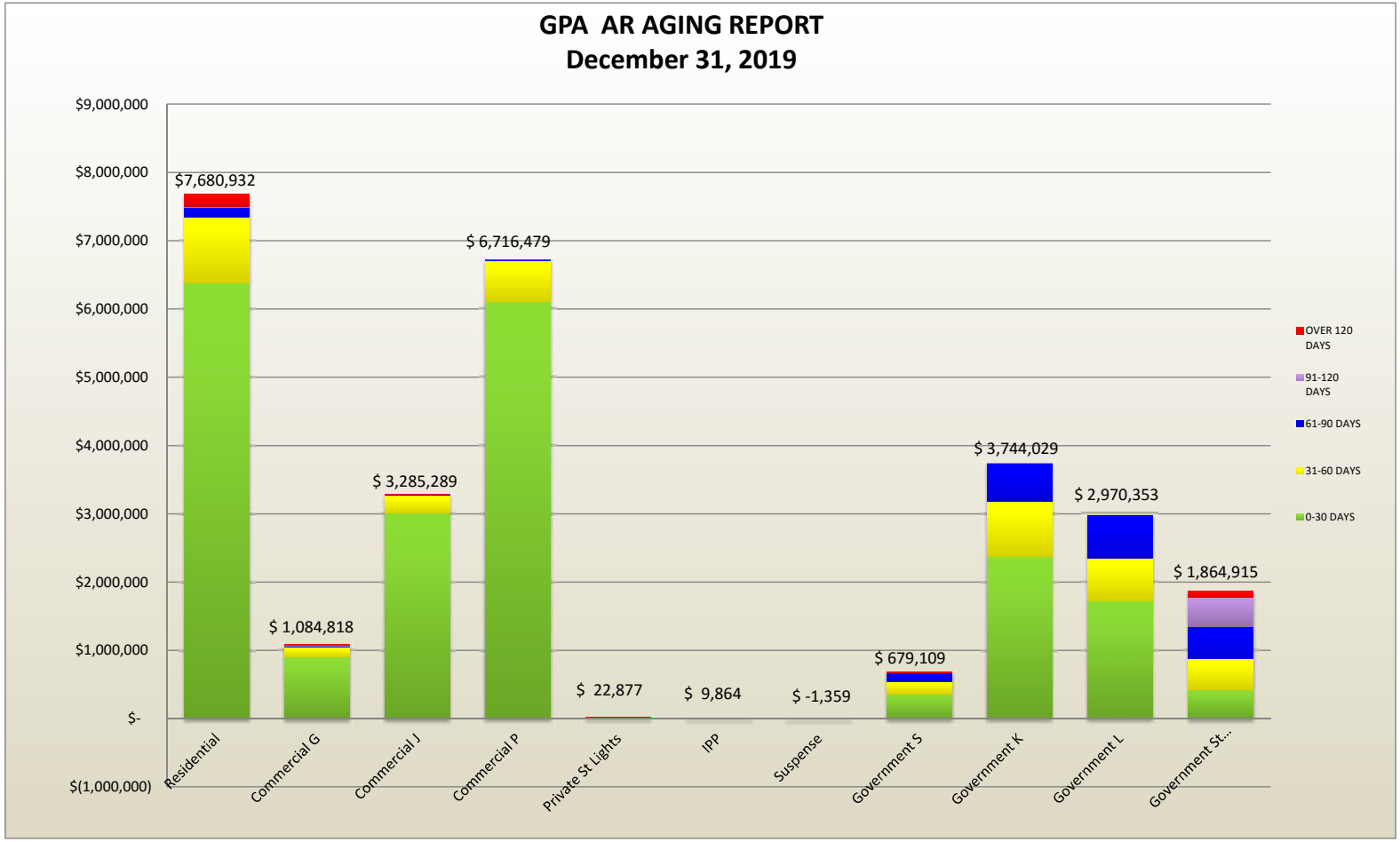
	YTD REVENUES - CURRENT YEAR VS PRIOR YEAR				MTD REVENUES - CURRENT YEAR VS PRIOR YEAR			
	ACTUALS - 3 MONTHS ENDED DECEMBER 31				ACTUALS - MONTH ENDED DECEMBER 31			
	2019	2018	VARIANCE	% VARIANCE	2019	2018	VARIANCE	% VARIANCE
KWH								
Residential	124,979,220	124,634,320	344,900	0.28%	41,139,080	41,291,151	(152,072)	-0.37%
Small General-Non-Demand	16,111,373	20,371,824	(4,260,451)	-20.91%	5,151,158	6,871,789	(1,720,631)	-25.04%
Small General-Demand	48,748,270	46,112,669	2,635,601	5.72%	16,007,245	15,425,672	581,573	3.77%
Large	75,407,283	76,803,303	(1,396,020)	-1.82%	25,153,208	25,790,483	(637,275)	-2.47%
Independent Power Producers	97,342	94,886	2,456	2.59%	34,266	28,494	5,772	20.26%
Private St. Lites	99,353	100,916	(1,563)	-1.55%	31,725	33,401	(1,676)	-5.02%
Sub-total	**265,442,842**	**268,117,917**	**(2,675,076)**	**-1.00%**	**87,516,681**	**89,440,990**	**(1,924,309)**	**-2.15%**
Government								
Small_Non Demand	2,250,625	3,533,772	(1,283,147)	-36.31%	732,098	1,218,540	(486,443)	-39.92%
Small-Demand	25,828,484	23,851,095	1,977,390	8.29%	8,610,483	8,107,721	502,763	6.20%
Large	18,422,481	18,350,931	71,550	0.39%	5,917,603	6,098,140	(180,536)	-2.96%
Public St. Lites	1,788,025	2,370,632	(582,607)	-24.58%	270,787	805,684	(534,896)	-66.39%
Sub-total	**48,289,616**	**48,106,430**	**183,186**	**0.38%**	**15,530,972**	**16,230,084**	**(699,113)**	**-4.31%**
Total-Civilian	**313,732,458**	**316,224,348**	**(2,491,890)**	**-0.79%**	**103,047,653**	**105,671,074**	**(2,623,421)**	**-2.48%**
USN	76,599,126	77,991,690	(1,392,564)	-1.79%	25,910,039	26,518,827	(608,788)	-2.30%
Grand Total	**390,331,584**	**394,216,038**	**(3,884,454)**	**-0.99%**	**128,957,692**	**132,189,902**	**(3,232,210)**	**-2.45%**
Non-Oil Yield								
Residential	0.096354	0.096345	0.000009	0.01%	0.096948	0.096357	0.000591	0.61%
Small General-Non-Demand	0.142949	0.137202	0.005747	4.19%	0.145621	0.137182	0.008440	6.15%
Small General-Demand	0.121448	0.119666	0.001782	1.49%	0.123932	0.120323	0.003610	3.00%
Large	0.103620	0.102999	0.000621	0.60%	0.102377	0.103115	-0.000739	-0.72%
Independent Power Producers	0.121668	0.131125	-0.009457	-7.21%	0.138986	0.109002	0.029983	27.51%
Private St. Lites	0.621604	0.619492	0.002111	0.34%	0.644531	0.620002	0.024528	3.96%
Sub-total	**0.106061**	**0.105575**	**0.000485**	**0.46%**	**0.106524**	**0.105775**	**0.000748**	**0.71%**
Government								
Small_Non Demand	0.163406	0.150507	0.012899	8.57%	0.163421	0.152134	0.011286	7.42%
Small-Demand	0.133147	0.133888	-0.000740	-0.55%	0.131642	0.138333	-0.006691	-4.84%
Large	0.124803	0.123884	0.000919	0.74%	0.125201	0.124588	0.000613	0.49%
Public St. Lites	0.575498	0.467190	0.108308	23.18%	1.108787	0.465067	0.643720	138.41%
Sub-total	**0.147753**	**0.147717**	**0.000036**	**0.02%**	**0.147723**	**0.150425**	**-0.002702**	**-1.80%**
Total-Civilian	**0.112478**	**0.111986**	**0.000492**	**0.44%**	**0.112733**	**0.112633**	**0.000100**	**0.09%**
USN	0.061691	0.061827	-0.000136	-0.22%	0.061707	0.059022	0.002686	4.55%
Grand Total	**0.102512**	**0.102063**	**0.000449**	**0.44%**	**0.102481**	**0.101878**	**0.000603**	**0.59%**
Non-Oil Revenues								
Residential	12,042,274	12,007,900	34,374	0.29%	3,988,346	3,978,685	9,661	0.24%
Small General-Non-Demand	2,303,110	2,795,065	(491,955)	-17.60%	750,119	942,684	(192,565)	-20.43%
Small General-Demand	5,920,385	5,518,113	402,273	7.29%	1,983,814	1,856,059	127,755	6.88%
Large	7,813,706	7,910,631	(96,925)	-1.23%	2,575,109	2,659,398	(84,289)	-3.17%
Independent Power Producers	11,843	12,442	(599)	-4.81%	4,762	3,106	1,657	53.34%
Private St. Lites	61,758	62,517	(758)	-1.21%	20,448	20,709	(261)	-1.26%
Sub-total	**28,153,077**	**28,306,667**	**(153,590)**	**-0.54%**	**9,322,599**	**9,460,641**	**(138,042)**	**-1.46%**
Government								
Small_Non Demand	367,765	531,858	(164,093)	-30.85%	119,640	185,382	(65,742)	-35.46%
Small-Demand	3,438,991	3,193,364	245,628	7.69%	1,133,505	1,121,568	11,937	1.06%
Large	2,299,184	2,273,389	25,795	1.13%	740,892	759,757	(18,865)	-2.48%
Public St. Lites	1,029,005	1,107,535	(78,530)	-7.09%	300,245	374,697	(74,452)	-19.87%
Sub-total	**7,134,945**	**7,106,145**	**28,799**	**0.41%**	**2,294,282**	**2,441,404**	**(147,121)**	**-6.03%**
Total-Civilian	**35,288,022**	**35,412,813**	**(124,791)**	**-0.35%**	**11,616,881**	**11,902,044**	**(285,163)**	**-2.40%**
USN	4,725,481	4,822,013	(96,532)	-2.00%	1,598,842	1,565,181	33,661	2.15%
Grand Total	**40,013,503**	**40,234,826**	**(221,323)**	**-0.55%**	**13,215,723**	**13,467,226**	**(251,502)**	**-1.87%**
% of Total Revenues								
Oil Revenues								
Residential	19,277,045	19,223,847	53,198	0.28%	6,345,374	6,368,830	(23,456)	-0.37%
Small General-Non-Demand	2,485,050	3,142,191	(657,140)	-20.91%	794,525	1,059,918	(265,393)	-25.04%
Small General-Demand	7,515,636	7,109,515	406,121	5.71%	2,467,851	2,378,284	89,567	3.77%
Large	11,576,525	11,790,256	(213,731)	-1.81%	3,861,023	3,959,108	(98,085)	-2.48%
Independent Power Producers	14,498	14,119	378	2.68%	5,102	4,249	852	20.06%
Private St. Lites	15,324	15,565	(241)	-1.55%	4,893	5,152	(258)	-5.02%
Sub-total	**40,884,079**	**41,295,493**	**(411,414)**	**-1.00%**	**13,478,768**	**13,775,542**	**(296,774)**	**-2.15%**
Government								
Small_Non Demand	347,141	545,056	(197,915)	-36.31%	112,920	187,950	(75,030)	-39.92%
Small-Demand	3,983,837	3,678,841	304,997	8.29%	1,328,098	1,250,551	77,547	6.20%
Large	2,806,847	2,796,331	10,515	0.38%	901,392	929,029	(27,637)	-2.97%
Public St. Lites	275,789	365,651	(89,862)	-24.58%	41,767	124,270	(82,503)	-66.39%
Sub-total	**7,413,613**	**7,385,879**	**27,734**	**0.38%**	**2,384,177**	**2,491,801**	**(107,623)**	**-4.32%**
Total-Civilian	**48,297,692**	**48,681,372**	**(383,680)**	**-0.79%**	**15,862,945**	**16,267,342**	**(404,397)**	**-2.49%**
USN	10,652,801	12,548,437	(1,895,637)	-15.11%	3,834,187	3,701,436	132,751	3.59%
Grand Total	**58,950,493**	**61,229,810**	**(2,279,317)**	**-3.72%**	**19,697,133**	**19,968,778**	**(271,646)**	**-1.36%**
% of Total Revenues								
Grand Total								
Residential	31,319,319	31,231,747	87,572	0.28%	10,333,720	10,347,514	(13,794)	-0.13%
Small General-Non-Demand	4,788,160	5,937,256	(1,149,095)	-19.35%	1,544,644	2,002,603	(457,958)	-22.87%
Small General-Demand	13,436,022	12,627,628	808,394	6.40%	4,451,665	4,234,344	217,321	5.13%
Large	19,390,231	19,700,887	(310,656)	-1.58%	6,436,132	6,618,506	(182,374)	-2.76%
Independent Power Producers	26,341	26,561	(220)	-0.83%	9,864	7,355	2,509	34.11%
Private St. Lites	77,083	78,082	(999)	-1.28%	25,341	25,860	(519)	-2.01%
Sub-total	**69,037,156**	**69,602,160**	**(565,005)**	**-0.81%**	**22,801,366**	**23,236,182**	**(434,816)**	**-1.87%**
Government								
Small_Non Demand	714,906	1,076,914	(362,008)	-33.62%	232,560	373,332	(140,772)	-37.71%
Small-Demand	7,422,829	6,872,204	550,624	8.01%	2,461,603	2,372,119	89,484	3.77%
Large	5,106,030	5,069,721	36,310	0.72%	1,642,284	1,688,786	(46,502)	-2.75%
Public St. Lites	1,304,793	1,473,186	(168,393)	-11.43%	342,012	498,967	(156,955)	-31.46%
Sub-total	**14,548,558**	**14,492,024**	**56,534**	**0.39%**	**4,678,460**	**4,933,204**	**(254,745)**	**-5.16%**
Total-Civilian	**83,585,714**	**84,094,185**	**(508,471)**	**-0.60%**	**27,479,826**	**28,169,387**	**(689,561)**	**-2.45%**
USN	15,378,282	17,370,451	(1,992,169)	-11.47%	5,433,030	5,266,617	166,412	3.16%
Grand Total	**98,963,996**	**101,464,636**	**(2,500,640)**	**-2.46%**	**32,912,856**	**33,436,004**	**(523,148)**	**-1.56%**


GPA - T and D Losses (MWH) With Renewables
For the Last 5 Years thru 12.31.19
-Moving 12 Months
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%
4.88%
4.95%
5.12%
5.32%
5.36%
80,852
83,949
84,855
88,398
88,793
FY 16
FY 17
FY 18
FY 19
FY 20
T and D Losses (MWH)
T and D Losses (% to Net Gen.)


GPA - T and D Losses (MWH) Without Renewables and Aggreko
For the Last 5 Years thru 12.31.19 -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%
5.62%
5.67%
5.86%
6.04%
6.04%
80,852
83,949
84,855
88,398
88,793
FY 16
FY 17
FY 18
FY 19
FY 20
T and D Losses (MWH)
T and D Losses (% to Net Generation)


GPA - Station Usage(MWH) With Renewables
For the Last 5 Years Thru 12.31.19
-Moving 12 Months
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%
3.77%
3.74%
3.65%
3.87%
3.88%
64,952
65,895
62,716
66,890
66,821
FY 16
FY 17
FY 18
FY 19
FY 20
Station Use (MWH)
% to Gross Generation


GPA - Station Usage(MWH) Without Renewables and Aggreko
For the Last 5 Years Thru 12.31.19-Moving 12 Months
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%
4.32%
4.26%
4.15%
4.37%
4.35%
64,952
65,895
62,716
66,890
66,821
FY 16
FY 17
FY 18
FY 19
FY 20
Station Use (MWH)
% to Gross Generation


GPA AR AGING REPORT
December 31, 2019
$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)
$7,680,932
$ 1,084,818
$ 3,285,289
$ 6,716,479
$ 22,877
$ 9,864
$ -1,359
$ 679,109
$ 3,744,029
$ 2,970,353
$ 1,864,915
Residential
Commercial G
Commercial J
Commercial P
Private St Lights
IPP
Suspense
Government S
Government K
Government L
Government St...
OVER 120 DAYS
91-120 DAYS
61-90 DAYS
31-60 DAYS
0-30 DAYS

GUAM POWER AUTHORITY
GOVERNMENT ACCOUNTS RECEIVABLE
Billing up to January 31, 2020 and payments as of 02/17/2020

Current (01/20 Billing due 02/28/20)
30 days Arrears (12/19 due 01/31/20)
60 days and over Arrears (11/19 billing due 12/31/19)

CC&B ACCT NUMBER	CC&B New Acct Numer	DEPARTMENT	CC&B BALANCE 01/31/2020	CANCEL/REBILL/ SPEC CHARGE 02/17/2020	BILLING 01/31/2020	PAYMENT UP TO 02/17/2020	CC&B BALANCE 02/17/2019
		Line Agencies					
0237100000	1073430238	Dept. of Corrections	159,583.68	1,196.87	76,740.74	(159,583.68)	77,937.61
0437100000	0040515913	Dept. of Parks & Rec.	22,027.94	(1,169.89)	20,606.91	(22,027.94)	19,437.02
0537100000	0453170939	Guam Fire Department	34,742.97	1.92	15,539.16	(34,486.78)	15,797.27
6995000000	8564647941	DOA Supply Mgmt (NET METERED)	829.53		729.27	(829.53)	729.27
7895000000	4211873236	Dept. of Administration	2,997.20		2,854.50	(2,997.20)	2,854.50
1337100000	4554808900	Nieves Flores Library	11,609.51		11,510.14	(11,609.51)	11,510.14
2206200000	9541109130	General Services Agency	246.33		267.48	(246.33)	267.48
2237100000	1621790133	DOA-Data Processing	9,791.08	73.43	9,263.58		19,128.09
2337100000	1896187753	Dept. of PH&SS	212,633.71	(19,776.46)	56,130.19	(209,476.89)	39,510.55
3237100000	7252821074	Dept. of Education	3,264,232.75	5,890.68	1,015,636.23	(1,181,738.92)	3,104,020.74
3337100000	0266069082	Guam Police Department	50,747.74		46,589.62	(50,747.74)	46,589.62
3569100000	6069461950	Dept of Youth Affairs (Federal)	608.23		505.09	(608.23)	505.09
4437100000	2913461537	Dept. of Youth Affair* (Local)	13,574.09		12,322.48	(13,574.09)	12,322.48
4737100000	3404311949	Guam Environmental Protect	13,940.45	0.77	6,666.54	(13,837.12)	6,770.64
5437100000	3227759982	Mental Health/Subst.	141,438.81	357.90	43,245.70	(92,595.44)	92,446.97
	6841080463	Guam Behavioral Health & Wellness	5,619.91	15.46	1,712.82	(3,558.91)	3,789.28
7200300000	0070861777	Veteran Affairs	4,043.23	30.32	1,832.90	(2,015.91)	3,890.54
	6243861917	Guam Veterans Affairs Office	0.00				0.00
7437100000	8300435373	Civil Defense (Military Affairs)	37,997.28	284.98	12,003.07	(37,809.67)	12,475.66
7463300000	7813165805	Pacific Energy Resource Center	2,142.26	16.07	698.51	(2,142.26)	714.58
8137100000	1595188609	Dept. of Agriculture	19,639.51	72.56	8,993.09	(9,966.34)	18,738.82
8337100000	2535590089	DPW-FAC Adm Account	63,645.66	256.61	29,059.16	(63,005.48)	29,955.95
8437100000	7928924534	Guam Visitors Bureau	4,990.84		4,326.04	(9,316.88)	-
8446300000	7663706771	Yona Senior Citizen Center	3,044.21	22.83	788.81	(3,044.21)	811.64
9437100000	4129948191	Dept of Chamorro Affairs/Chamorro Village	3,842.40		3,230.65	(3,842.40)	3,230.65
	3558733700	Dept of Chamorro Affairs/Chamorro Village (NET METERED)	140.85		140.85	(140.85)	140.85
5247210000	5247210000	Mayors Council	20,107.97	200.81	6,185.54		26,494.32
6293410000	6293410000	Office of the Governor	27,293.13		23,992.04	(27,293.13)	23,992.04
8555858369	8555858369	Dept of Chamorro Affairs (Guam Museum)	68,512.90	513.85	21,391.86		90,418.61
	1099514147	Dept of Chamorro Affairs/Repository	1,287.92	9.66	420.06		1,717.64
		Sub Total	**4,201,312.09**	**(12,001.63)**	**1,433,383.03**	**(1,956,495.44)**	**3,666,198.05**
		MAYORS					
0637100000	3832327736	Santa Rita Mayor	11,715.91	76.99	3,533.74	(11,715.91)	3,610.73
0737100000	9351070242	Ordot/Chalan Pago Mayor	2,946.13	22.09	819.11	(2,946.13)	841.20
1537100000	6393530237	Hagatna Mayor	1,793.23	13.45	557.42	(1,793.23)	570.87
1637100000	3293808984	Piti Mayor	3,459.26	25.95	1,116.35	(3,459.26)	1,142.30
1737100000	8715052935	Mongmong/Toto/Maite Mayor	5,095.75	38.22	1,539.32	(5,242.53)	1,430.76
2637100000	0492244686	Asan/Maina/Adelup Mayor	2,241.47	16.80	639.00	(2,241.47)	655.80
2737100000	8433959204	Sinajana Mayor	11,775.97	88.31	3,391.82	(11,775.97)	3,480.13
3637100000	8041715847	Dededo Mayor	20,637.63	154.79	6,105.43	(20,637.63)	6,260.22
4637100000	7037924246	Yigo Mayor	13,086.20	98.14	4,071.44	(13,086.20)	4,169.58
5637100000	7202265287	Umatac Mayor	4,386.72	32.90	1,222.39	(4,386.72)	1,255.29
6537100000	8472200165	Agana Hts. Mayor	12,800.62	96.02	4,301.85	(12,800.62)	4,397.87
6637100000	4469579998	Merizo Mayor	4,377.72	32.84	1,278.90	(4,377.72)	1,311.74
6737100000	5763167341	Barrigada Mayors Office	8,213.68	61.60	2,537.06	(8,213.68)	2,598.66
7537100000	7247791682	Agat Mayor	10,479.32	80.10	2,839.38	(10,479.02)	2,919.78
7637100000	6078244037	Inarajan Mayor	7,713.90	57.86	2,338.17	(7,713.90)	2,396.03
8537100000	6957205325	Tamuning Mayor	19,981.81	149.86	5,881.38	(19,981.81)	6,031.24
8637100000	1880297633	Talofofo Mayor	6,510.26	(378.58)	2,393.14	(6,510.26)	2,014.56
9537100000	3631627996	Mangilao Mayor	13,303.26	99.77	4,133.01	(1,303.26)	16,232.78
9637100000	1837525565	Yona Mayor	4,140.91	31.06	1,447.34	(4,140.91)	1,478.40
		Sub Total	**$ 164,659.75**	**$ 798.17**	**$ 50,146.25**	**$ (152,806.23)**	**$ 62,797.94**
		DPW ACCOUNTS				-	
4337100000	3045433600	DPW-Village St. Lights	1,391,687.61	30,846.09	338,564.57		1,761,098.27
5337100000	0930959866	DPW- Primary St. Lights	405,243.47	12,867.04	74,743.00		492,853.51
6337100000	3088040552	DPW-Sec/Coll St. Lights	87,922.30	2,667.49	20,534.39		111,124.18
7337100000	0832698062	DPW-Signal Lights	22,433.96	336.83	10,574.30	(22,445.04)	10,900.05
		Sub Total	**$ 1,907,287.34**	**$ 46,717.45**	**$ 444,416.26**	**$ (22,445.04)**	**$ 2,375,976.01**
		(B) AUTONOMOUS/PUBLIC CORP					
1437100000	1540692986	Retirement Fund	6,995.23		6,458.16	(13,453.39)	-
1915500000	0563872892	Guam Housing Corp Rental Division	2,824.44	(77.42)	1,045.56	(3,894.53)	(101.95)
2437100000	5434075703	University of Guam	186,242.51		162,920.11	(186,242.51)	162,920.11
4237100000	7736362694	Guam Airport Authority	533,907.05	(5,157.71)	533,733.31	(547,758.27)	514,724.38
5357510000	5357510000	University of Guam (NET METERED)	79,479.62		75,126.86	(79,479.62)	75,126.86
6237100000	1699407298	G H U R A	15,115.50	(240.32)	23,514.17	(26,659.76)	11,729.59
6437100000	6518220019	Guam Community College	51,291.47		49,178.81	(51,291.47)	49,178.81
7237100000	8302337726	Guam Memorial Hospital	41,691.17		39,160.09	(41,691.17)	39,160.09
8426836906	8426836906	Guam Memorial Hospital (NET METERED)	154,175.43		136,746.63	(154,175.43)	136,746.63
9137100000	4474308144	Port Authority of Guam	102,533.04		89,623.13	(102,533.04)	89,623.13
9157510000	9157510000	Guam Community College (NET METERED)	35,791.44		34,599.30	(35,791.44)	34,599.30
9173210000	9173210000	Guam Solid Waste Authority	7,400.91	0.21	6,461.01	(7,372.28)	6,489.85
9337100000	0838495949	Guam Waterworks Authority	1,431,014.35	(10,615.66)	1,354,406.39	(1,431,014.35)	1,343,790.73
8237100000	4075914809	GPA	**99,358.24**	(195,628.43)	96,270.19		-
		Sub Total	**$ 2,747,820.40**	**$ (211,719.33)**	**$ 2,609,243.72**	**$ (2,681,357.26)**	**$ 2,463,987.53**
		(C) OTHERS					
0337100000	7541928173	Guam Legislature	458.43		361.62	(820.05)	-
9503154359	9503154359	Guam Legislature (NET METERED)	8,478.79		8,137.35	(16,616.14)	-
1237100000	8353274954	Superior Court of Guam	64,948.29	(110.94)	59,554.45	(124,391.80)	-
2537100000	8108458168	Guam Post Office (Agana)	7,176.73		6,407.67	(13,584.40)	-
2570200000	8972267005	Customs & Quarantine Agency	639.62		543.98	(1,183.60)	-
3537100000	4530787043	U.S. Post Office	40,039.57		37,715.53	(40,039.57)	37,715.53
5537100000	8607446612	Dept. of Military Affairs	157,640.78	616.92	70,729.77	(75,386.52)	153,600.95
3209463043	3209463043	Dept. of Military Affairs (NET METERED)	34,179.14	136.91	16,106.36	(15,923.90)	34,498.51
5737100000	6000770566	KGTF	20,479.08	153.59	6,401.22	(20,479.08)	6,554.81
7281000000	6602566745	Tamuning Post Office	5,506.20		4,964.77	(5,506.20)	4,964.77
		Sub Total	**$ 339,546.63**	**$ 796.48**	**$ 210,922.72**	**$ (313,931.26)**	**$ 237,334.57**
		GRAND TOTAL	**$ 9,360,626.21**	**$ (175,408.86)**	**$ 4,748,111.98**	**$ (5,127,035.23)**	**$ 8,806,294.10**

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

Issues for Decision

Resolution No. 2020-01

Authorizing Management to Require All Future Utility-Scale and Net Energy Metering Solar PV and Wind Turbine Systems to Have Frequency Control Capability or Energy Storage System (ESS) in Order to Be Tied into Island Power Grid

What is the project's objective and is it necessary and urgent?
Guam Public Law 27-132 (December 2004) created Net Metering for Guam and assigned the Guam Public Utilities Commission (PUC) the responsibility for setting the Net Metering Rate for excess renewable energy fed into GPA's Distribution System. NEM customers receive services from the grid subsidized by non-NEM customers including but not limited to:

1) Use of the grid to sell power (get credit at full retail rate for excess production);
2) Use of the grid to energize their homes at night, but credited back from their production (uses GPA Grid as storage);
3) Frequency regulation absorbed by grid for intermittencies;
4) Reactive power supply;
5) Voltage regulation;
6) Stand-by power on overcast days when the sun does not shine.

Solar PV production is intermittent and would require an accompanying energy storage system such as a battery or Frequency Control Capability to provide smooth energy into the customer premise or power grid. A 25 MW utility scale solar PV farm and an estimated 24 MW of net metering capacity tied in to the grid without ESS or Frequency Control Capability, resulting in significant intermittency which degrades the reliability of the island wide power system (IWPS). Production graphs of the utility-scale Dandan solar PV farm during several consecutive weeks of rainy weather, aptly illustrates the solar PV production is inconsistent and requires substantial battery storage reserves.
The number of automatic under-frequency load shedding events have increased substantially over the past few years due to intermittency of solar PV tied into the island's power grid. As of October 31, 2019, GPA customers experienced 27 feeder trips or outages due to solar PV systems without ESS or Frequency Control Capabilities. Although, the pending utility-scale 40 MW ESS will control system frequencies and decrease these outages, the addition of more intermittent energy into the grid will continue to degrade system reliability. GPA cannot continue to add intermittent energy production into the grid without requiring all future customer owned solar PV and wind turbine systems to also have ESS or Frequency Control Capability. GPA could provide Energy Storage System (ESS) into the grid at low cost due to its opportunities through economies of scale.

When will it be completed? GPA recommends that new utility-scale, and NEM solar PV and wind turbine systems must have ESS or Frequency Control Capability after **June 01, 2020**, in order to be tied into island power grid. However, GPA will petition the PUC to create an Energy Storage Rate Schedule, a new NEM customer may select the new Rate Schedule in lieu of providing ESS or Frequency Control Capability.
What is the cost or revenue source? GPA recommends the initial Energy Storage Rate Schedule be set at $2.43 per kW per month, as installed. These moves will actually continue to promote the development of renewable energy on Guam and give choices and flexibility to the individual in a way that is in their best economical interest.

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

RESOLUTION NO. 2020-01

AUTHORIZING MANAGEMENT TO REQUIRE ALL FUTURE UTILITY-SCALE AND NET ENERGY METERING SOLAR PHOTOVOLTAIC (PV) AND WIND TURBINE SYSTEMS TO HAVE FREQUENCY CONTROL CAPABILITY OR ENERGY STORAGE SYSTEM (ESS) IN ORDER TO BE TIED INTO ISLAND POWER GRID

WHEREAS, Guam Public Law 27-132 (December 2004) created Net Energy Metering (NEM) for Guam and assigned the Guam Public Utilities Commission (PUC) the responsibility for setting the Net Metering Rate for excess renewable energy fed into GPA's Distribution System; and

WHEREAS, NEM customers receive services from the grid subsidized by non-NEM customers including but not limited to:

1) Use of the grid to sell power (get credit at full retail rate for excess production);
2) Use of the grid to energize their homes at night, but credited back from their production (uses Island power grid as storage);
3) Frequency regulation absorbed by grid for intermittencies;
4) Reactive power supply;
5) Voltage regulation;
6) Stand-by power on overcast days that cannot produce sufficient power generation; and

WHEREAS, on February 9, 2020, GPA conducted a stakeholder outreach meeting concerning this proposed Resolution; and

WHEREAS, Exhibit A illustrates the intermittency of solar photovoltaic (PV) production and highlights that an Energy Storage System (ESS), such as a battery, or Frequency Control Capability is necessary to provide smooth energy into the customer premise or power grid; and

WHEREAS, a 25 MW utility-scale solar PV farm and an estimated 24 MW of net metering capacity are currently tied into the grid without ESS or Frequency Control Capability, resulting in significant intermittency which degrades the reliability of the island wide power system; and

WHEREAS, production graphs of the utility-scale Dandan solar PV farm (**Exhibit B**) during several consecutive weeks of rainy weather, aptly illustrates that solar PV production is inconsistent and requires substantial battery storage reserves; and

WHEREAS, Exhibit C illustrates the number of automatic under-frequency load shedding events have increased substantially over the past few years due to intermittency of solar PV systems tied into the island's power grid. As of October 31, 2019, GPA customers experienced 27 feeder trips or outages due to solar PV systems without ESS or Frequency Control Capabilities. Although the pending utility-scale 40 MW ESS will

control system frequencies and decrease these outages, the addition of more intermittent energy into the grid will continue to degrade system reliability; and

WHEREAS, the customers paying for the system grid are non-NEM customers who have been experiencing substantial outages due to solar PV intermittency; and

WHEREAS, GPA completed its Joint Renewable Integration Study (JRIS) with the United States Navy in July 2018, and made the following observations: (1) all PV added with and after Phase II Renewables project require additional ESS support during transient events; (2) all PV added with and after Phase II Renewables project require additional Short-Circuit Ratio (SCR) support supplied by GPA; (3) all ESS should have frequency droop control modes available; and (4) the PV systems and the energy storage should share the same DC bus configuration behind one inverter system to reduce the SCR burden on GPA and reduce the PV ramping effects due to intermittent solar irradiation; and

WHEREAS, JRIS recommends current and future projects, including the new flexible generation power plant, help ameliorate the above effects; and

WHEREAS, GPA cannot continue to add intermittent energy production into the grid without requiring all future customer owned solar PV and wind turbine systems to have Frequency Control Capability or Energy Storage System (ESS). Thus, GPA recommends that all new NEM customers must have Frequency Control Capability or Energy Storage System (ESS) after **June 01, 2020.**

WHEREAS, GPA could provide Energy Storage System (ESS) into the grid at low cost due to its opportunities through economies of scale.

WHEREAS, GPA will petition the PUC to create an Energy Storage Rate Schedule, a new NEM customer may select the new Rate Schedule in lieu of providing ESS or Frequency Control Capability. GPA recommends the initial Energy Storage Rate Schedule be set at $2.43 per kW per month, as installed.

WHEREAS, these moves will actually continue to promote the development of renewable energy on Guam and gives choices and flexibility to the individual in a way that is in their best economical interest.

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

1. The General Manager has determined that the number of automatic under-frequency load shedding due to solar PV systems has increased substantially over the past few years and uncontrolled solar PV energy has significantly degraded system reliability. Those whose reliability is impacted substantially are the non-NEM customers, which expect to have improved reliability when the 40 MW Energy Storage System (ESS) is completed.

2. GPA's existing policy is to have all future utility-scale solar PV or wind turbine systems, beginning with GPA's Phase II Renewables projects, be equipped with ESS in order to improve reliability.

3. GPA cannot continue to add intermittent energy production into the grid without requiring all future customer owned solar PV and wind turbine systems to also have frequency control capability or ESS.

4. After **June 01, 2020**, all new utility-scale, and NEM solar PV and wind turbine systems must have Frequency Control Capability or ESS in order to be tied in to island power grid.

5. However, GPA will petition the PUC to create an Energy Storage Rate Schedule, a new NEM customer may select the new Rate Schedule in lieu of providing ESS or Frequency Control Capability. GPA recommends the initial Energy Storage Rate Schedule be set at $2.43 per kW per month, as installed.

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

DULY and REGULARY ADOPTED and APPROVED THIS 21st DAY OF FEBRUARY, 2020.

Certified by:	Attested by:
_____	_____
JOSEPH T. DUENAS	MICHAEL T. LIMTIACO
Chairperson	Secretary
Consolidated Commission on Utilities	Consolidated Commission on Utilities

I, Michael T. Limtiaco, 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: _____

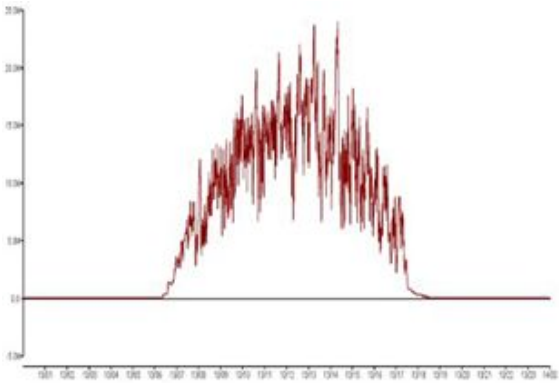
Abstain: _____

Exhibit A

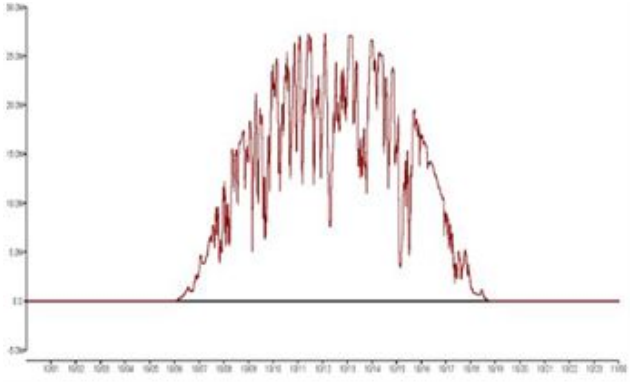
NEM (SOLAR PV) CUSTOMER PROFILE

INTERMITTENCY

Peak Output
26.5 MW



Peak Output
23 MW



Residential NEM Solar PV System Size = 24.70 kW		
TIME OF DAY	**kWh**	
	GPA → NEM	**GPA ← NEM**
0000 – 0700	22.56	-
0700 – 1800	7.44	69.35
1800 – 0000 (Evening Peak)	24.67	
Net GPA	**-14.68**	

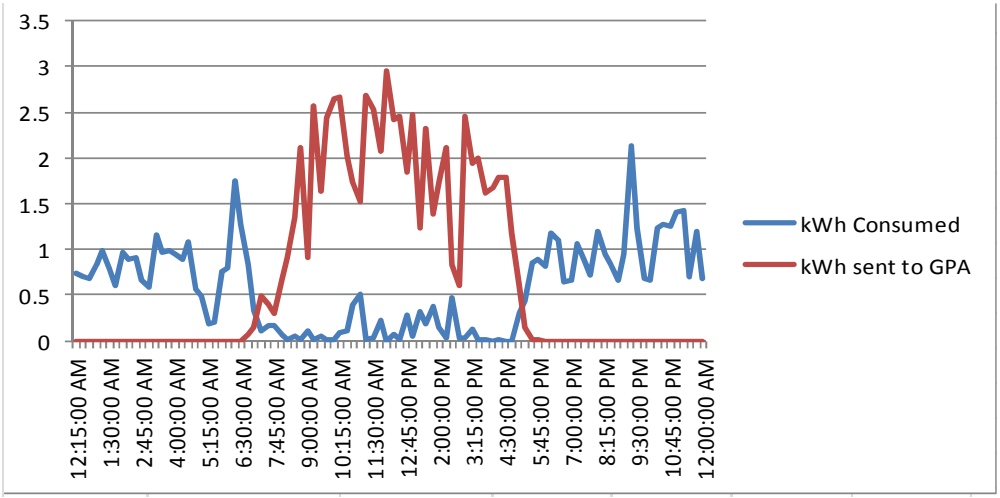


Exhibit B

Solar PV Production is Inconsistent and Requires Substantial Battery Reserves

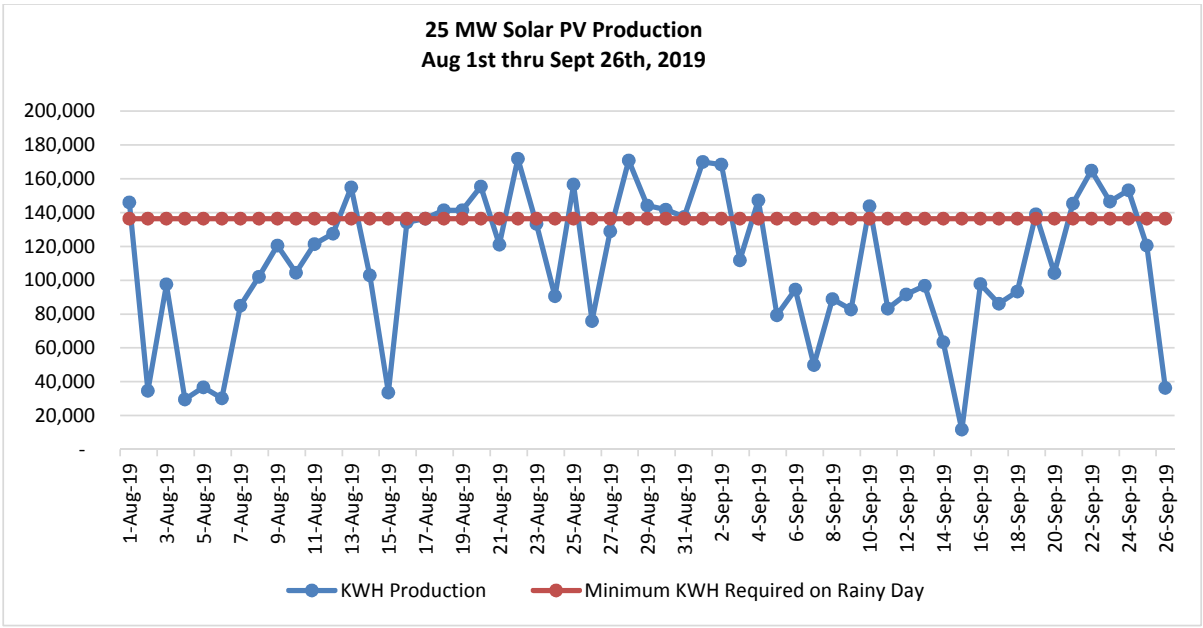
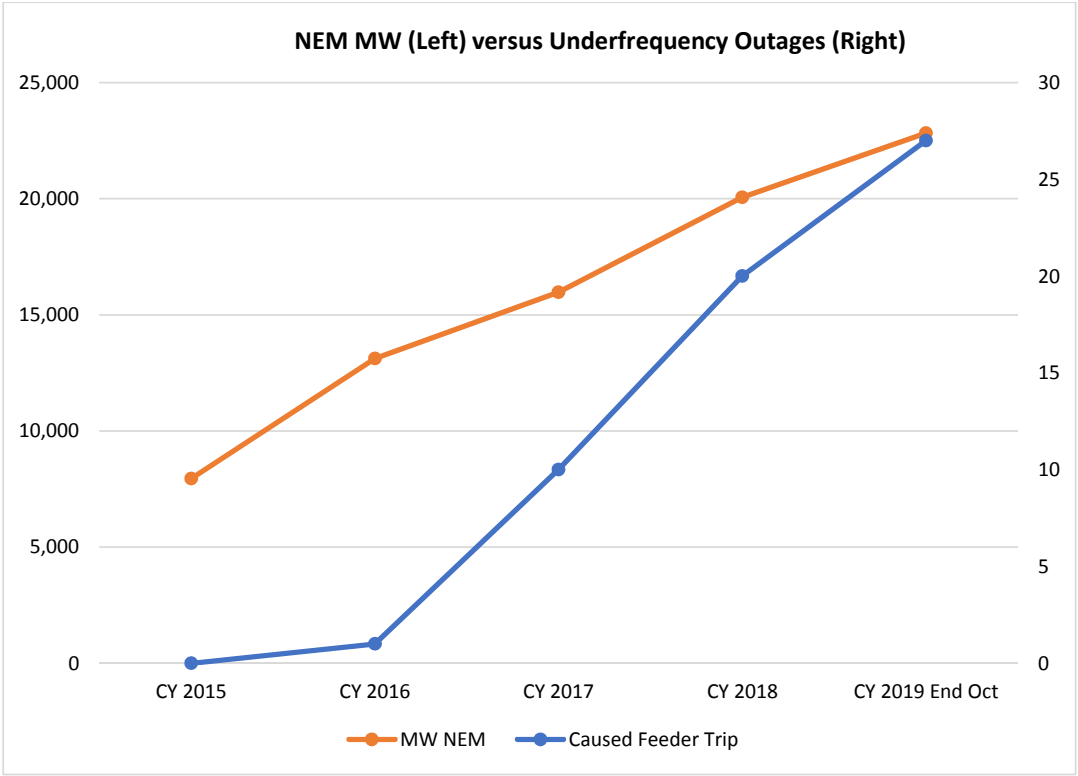
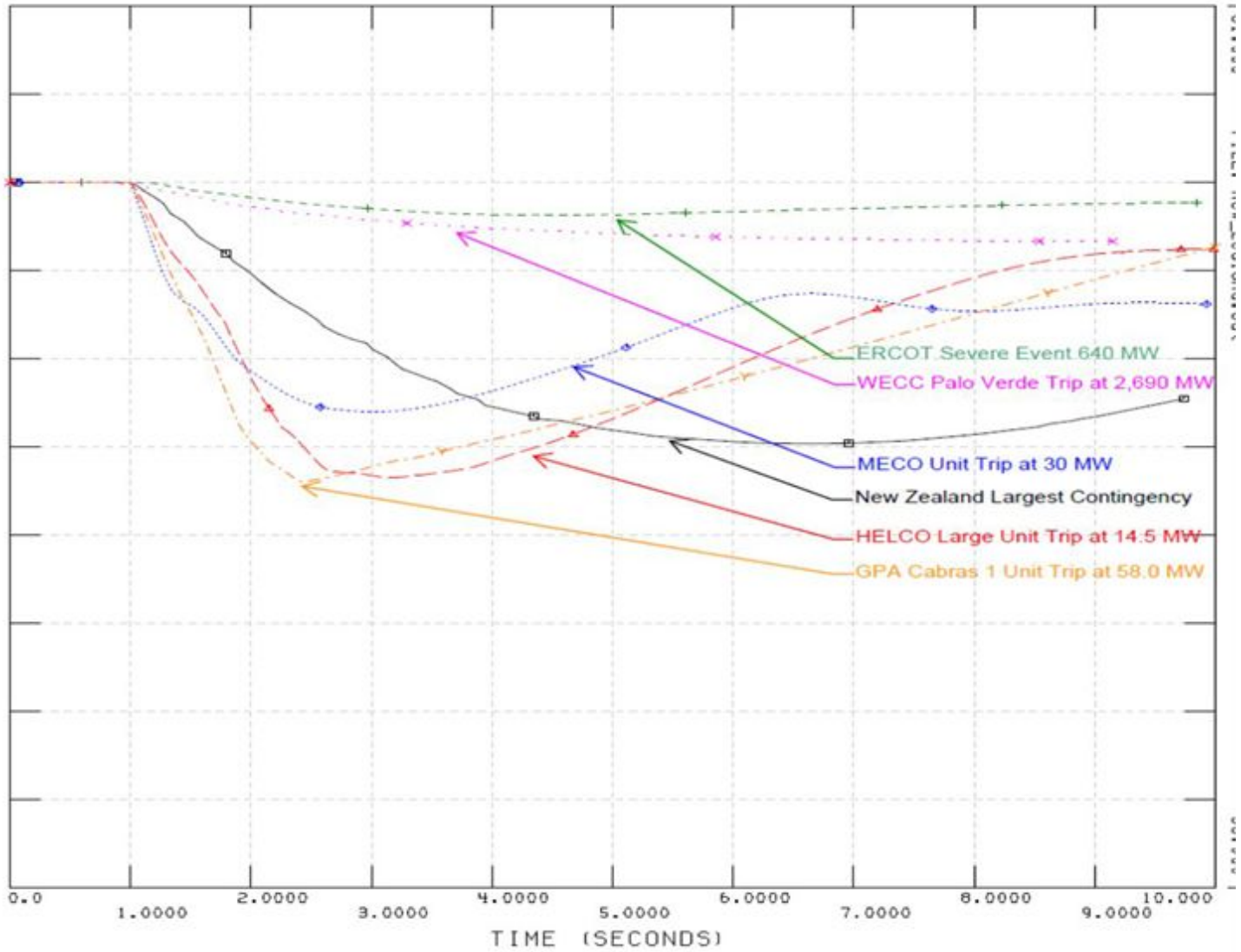


Exhibit C



GPA Supplemental Data

Shows GPA System Most Affected by Loss of Generation



Comparison of Island Communities

	Guam	Oahu	Maui	Hawaii	Kauai
Land Area (sq mi) *(includes lakes and rivers)*	210	598	772	4,028	552
Population	167,930	953,207	144,444	200,983	66,921
Peak System Demand (kW)	256,000	1,206,000	202,000	192,000	78,000
Electric Customers	51,400	304,948	71,352	85,925	37,705
NEM Customers	2,068		71,000		4,300
NEM kW	23,702	524,000	112,000	95,000	31,300
EV Count	20	7,989	1,136	562	316
Type Utility (IOU, Public, COOP)	Public	IOU	IOU	IOU	COOP
Annual Revenue	$378,300,000	$1,801,439,279	$368,184,936	$374,734,337	$162,659,638
Residential Average Rate ($/kWh) *Oct 2018*	$ 0.249	$ 0.310	$ 0.340	$ 0.370	$ 0.370
Latitude/Longitude	13.4443° N 144.7937° E	21.4389° N 158.0001° W	20.7984° N 156.3319° W	19.5429° N 155.6659° W	22.0964° N 159.5261° W
Income per capita	$ 16,549	$ 32,194	$ 30,599	$ 25,827	$ 28,791
Average kW/Customer	5.0	4.0	2.8	2.2	2.1
Average kW/Person	1.5	1.3	1.4	1.0	1.2
Average NEM kW/NEM Customer	11.5		10.3		7.3
Average kWh Usage	940	493	533	471	503
Average Monthly Bill	$234	$153	$181	$174	$186

ESS Cost Sharing Analysis:

Frequency Control Energy Storage System:			
Benefits:		**Non-NEM**	**NEM/Non-NEM**
Location:		**Talofofo GlidePath**	**Hagatna NEM / System**
Battery KW Size	**40,000**	**16,000**	**24,000**
Investment	**$35,000,000**	**$14,000,000.00**	**$21,000,000.00**
Annual Debt Service 5%, 20 years	**$2,006,065**	**$802,426.00**	**$1,203,639.00**
Annual O&M	**$300,000**	**$120,000.00**	**$180,000.00**
Total Annual Cost	**$2,306,065**	**$922,426.00**	**$1,383,639.00**
Total NEM Customers - Dec, 2019			**2,068**
Total NEM KW			**23,702**
Annual Cost NEM/Non-NEM			**$1,383,639**
NEM 50% Share			**$691,820**
Cost/NEM Customer/Month			**$27.88**
NEM Annual Energy			**37,373,314**
$/Kwh ESS for NEM Customers			**$0.019**
Cost/KW/Month			**$2.43**
Average NEM KW			**11.46**
$/Month/NEM Avg. KW			**$27.88**

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

Issues for Decision

Resolution No. 2020-05:

Relative to Authorizing the Management of GPA to Petition the GPUC to Create a condominium Rate Schedule

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

As a Public Corporation and an enterprise fund it is expected that GPA will set its rates in a manner that will cover the costs of operation of the Authority. The rates of the Authority are subject to regulation by the Public Utilities Commission (PUC). Condominium customers are currently charged under Rate Schedules G (General Service Non-Demand), J (General Service Demand), or P (Large Power Service). Several condominium owners, occupants and representatives thereof seek to apply Rate Schedule R (Residential Service, for single phase service metered dwellings) to condominium customers.

The PUC has requested a recommendation from GPA and CCU on the petition before them to provide residential rates for condominium homes. GPA seeks an equitable rate plan which reflects actual cost of service. The Authority is to file a petition to create a rate for condominium with master meter servicing multiple dwelling units not individually metered, and amend Rate Schedule R to include three phase service metered single family dwellings.

The proposed tariff will be available for condominium buildings in service or within the active building permit process as of the approved date of the tariff by Public Utilities Commission. Some condominium customers might not wish to change their Rate Schedule (G, J or P). A customer shall be given a one-time option to elect to transfer to Rate Schedule D.

GPA requests the Consolidated Commission on Utilities to authorize the Authority to file such petition with the Guam Public Utilities Commission.

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

RESOLUTION NO. 2020-05

AUTHORIZING THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO PETITION THE GUAM PUBLIC UTILITIES COMMISSION TO CREATE A CONDOMINIUM RATE SCHEDULE

WHEREAS, under 12 G.C.A. §8104, the Consolidated Commission on Utilities ("CCU") has plenary authority over financial, contractual and policy matters relative to the Guam Power Authority; and

WHEREAS, the Guam Power Authority (GPA) is a Public Corporation and an enterprise fund of the Government of Guam; and

WHEREAS, as a Public Corporation and an enterprise fund it is expected that GPA will set its rates in a manner that will cover the costs of operation of the Authority; and

WHEREAS, the rates of the Authority are subject to regulation by the Public Utilities Commission (PUC); and

WHEREAS, condominium customers are currently charged under Rate Schedules G (General Service Non-Demand), J (General Service Demand), or P (Large Power Service); and

WHEREAS, several condominium owners, occupants and representatives thereof seek to apply Rate Schedule R (Residential Service, for single phase service metered dwellings) to condominium customers; and

WHEREAS, the PUC has requested a recommendation from GPA and CCU on the petition before them to provide residential rates for condominium homes; and

WHEREAS, GPA seeks an equitable rate plan which reflects actual cost of service; and

WHEREAS, the Authority is to file a petition to create a rate for condominium with master meter servicing multiple dwelling units not individually metered, and amend Rate Schedule R to include three phase service metered single family dwellings; and

WHEREAS, the proposed tariff and amendment to the tariff are included in **Exhibit A** to this filing; and

WHEREAS, the proposed tariff will be available for condominium buildings in service or within the active building permit process as of the approved date of the tariff by Public Utilities Commission; and

WHEREAS, some condominium customers might not wish to change their Rate Schedule (G, J or P); and

WHEREAS, a customer shall be given a one-time option to elect to transfer to Rate Schedule D as shown in **Exhibit A**; and

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

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

1. The General Manager of the Guam Power Authority is authorized to petition the Public Utilities Commission to create rates for condominium residential homes and amend Rate Schedule R – Residential Services to include three phase service metered single family dwellings as shown in **Exhibit A**.

2. The General Manager of the Guam Power Authority is authorized to implement the revised tariff as provided in **Exhibit A,** upon approval by the Public Utilities Commission.

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

DULY AND REGULARLY ADOPTED AND APPROVED THIS 21st DAY OF FEBUARY 2020.

Certified by:

JOSEPH T. DUENAS
Chairperson
Consolidated Commission on Utilities

Attested by:

MICHAEL T. LIMTIACO
Secretary
Consolidated Commission on Utilities

SECRETARY'S CERTIFICATE

I, Michael T. Limtiaco, 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: _____

Summary

- Proposed Condominium Rate Comparisons to Residential rates, Cost of Service Rate.

Rate Class	Current Revenue	Residential Rates	Cost of Service Rates	Proposed Rates
Rate J	$ 1,474,788	$ 1,405,723	$ 1,466,119	$ 1,424,812
Rate P	4,525,948	4,083,834	3,987,933	4,057,080
Rate G	326,337	305,405	323,812	311,591
Total	**$ 6,327,073**	**$ 5,794,962**	**$ 5,777,864**	**$ 5,793,483**
Revenue Change		**$ (532,110)**	**$ (549,209)**	**$ (533,590)**

- Residential rates revenue loss - $532,110
- Cost based rates revenue loss - $549,209
- Proposed rates annual revenue loss: $533,590
- Most customers will see reductions

Proposed Condominium Rate

	Rate Schedule D	
Monthly Charge	**$**	**59.25**
Energy Charges- per kWh	**$**	**0.060600**
Demand Charges	**$**	**12.00**
Water-Well Charge	**$**	**0.002790**
Fuel Recovery Charge	**$**	**0.134474**

Customer Impacts

Rate P Customers	Proposed Rates
Customer 1	-21.3%
Customer 2	-15.8%
Customer 3	-17.0%
Customer 4	-13.6%
Customer 5	-13.8%
Customer 6	-9.7%
Customer 7	-8.7%
Customer 8	-8.7%
Customer 9	-6.8%
Customer 10	-5.7%

Rate J Customers	Proposed Rates
Customer 1	-27%
Customer 2	-27%
Customer 3	-17%
Customer 4	-14%
Customer 5	-5%
Customer 6	-11%
Customer 7	-4%
Customer 8	-5%
Customer 9	-4%
Customer 10	-2%
Customer 11	-1%
Customer 12	0%
Customer 13	1%
Customer 14	1%
Customer 15	-13%

Rate Comparison

Proposed Condominium Rate			Rate Schedule P			Difference	
Monthly Charge	$	59.25	Monthly Charge	$	59.25	$	-
Energy Charges- per kWh	$	0.060600	1st 55,000 kWh	$	0.141700	$	(0.08110)
			Over 55,000 kWh	$	0.064440	$	(0.00384)
Demand Charges	$	12.00	Demand Charges	$	8.94	$	3.06
Water-Well Charge	$	0.002790	Water-Well Charge	$	0.002790	$	-
Fuel Recovery Charge	$	0.134474	Fuel Recovery Charge	$	0.134474	$	-

Rate Comparison (Continued)

Proposed Condominium Rate			Rate Schedule J			Difference	
Monthly Charge	$	59.25	Monthly Charge	$	38.33	$	20.92
Energy Charges- per kWh	$	0.060600	1st 5,000 kWh	$	0.194370	$	(0.13377)
			Over 5,000 kWh	$	0.064440	$	(0.00424)
Demand Charges	$	12.00	Demand Charges	$	8.94	$	6.20
Water-Well Charge	$	0.002790	Water-Well Charge	$	0.002790	$	-
Fuel Recovery Charge	$	0.134474	Fuel Recovery Charge	$	0.134474	$	-

Rate Comparison (Continued)

Proposed Condominium Rate			Rate Schedule G			Difference	
Monthly Charge	$	59.25	Monthly Charge	$	14.16	$	45.09
Energy Charges- per kWh	$	0.060600	1st 500 kWh	$	0.197850	$	(0.13725)
			Over 500 kWh	$	0.064440	$	(0.04548)
Demand Charges	$	12.00	Demand Charges	$	-	$	12.00
Water-Well Charge	$	0.002790	Water-Well Charge	$	0.002790	$	-
Fuel Recovery Charge	$	0.134474	Fuel Recovery Charge	$	0.134474	$	-

Rate Comparisons to Rate Schedule P– (3 Phase Meter)

Rates	Residential Rates	Current Rates	Cost-Based Rates	Proposed Rates
Monthly Facilities Charge:				
All Customers	$ 15.00	$ 59.25	**$ 214.54**	$ 59.25
Non-Fuel Energy Charge:				
Base Block 1 (0 - 500 kWh)	**$ 0.06955**		**$ 0.00407**	
Base Block 2 (Excess)	**$ 0.08687**		**$ 0.00407**	
Insurance Adder (All Blocks)	$ -	$ -	**$ -**	
Demand		8.94	**37.34**	12.00
Water Wastewater Adder (Excess Block Only)	$ 0.00279	$ 0.00279	**$ 0.00279**	$ 0.00279
Working Capital (All Blocks)	$ -	$ -	**$ -**	
Total Non-Fuel Energy Charge:				
Block 1 (0 - 55,000 kWh)		$ 0.14170		$ 0.06060
Block 2 (Excess)		$ 0.06444		$ 0.06060
LEAC				
All Energy	$ 0.15569	$ 0.15569	**$ 0.15569**	$ 0.15569
Revenue from Rate	4,083,834	4,525,948	3,987,933	4,057,080
Change from Previous	-9.8%		-11.9%	-10.4%

Sample Bill for Rate Schedule P Customer

	Customer A
EXISTING RATE P: (3-Phase Meter)	
Number of Units	220
kWh	179,257

Rate Schedule P	Rate	Amount
Monthly Charge	$ 59.25	$ 59.25
Energy Charges		
1st 55,000 KWH	$ 0.141700	$ 7,793.50
Over 55,000 KWH	$ 0.064440	$ 8,007.11
Demand Charges	$ 8.94	$ 2,641.41
Water-Well Charge	$ 0.002790	$ 500.13
Fuel Recovery Charge	$ 0.134474	$ 24,105.38
Power Factor		$ (593.32)
Total		$ 42,513.46

Proposed	Rate	Amount
Monthly Charge	$ 59.25	$ 59.25
Energy Charges:	$ 0.060600	$ 10,862.96
Demand Charges	$ 12.00	$ 3,545.52
Water-Well Charge	$ 0.002790	$ 500.13
Fuel Recovery Charge	$ 0.134474	$ 24,105.38
Total		$ 39,073.24

Difference		$ - 3,440.22
		- 8.1%

Rate Comparisons to Rate Schedule J

Rates	Residential Rates	Current Rates	Cost-Based Rates	Proposed Rates
Monthly Facilities Charge:				
All Customers	$ 15.00	$ 38.33	$ 214.54	$ 59.25
Non-Fuel Energy Charge:				
Base Block 1 (0 - 500 kWh)	$ 0.06955		$ 0.00407	
Base Block 2 (Excess)	$ 0.08687		$ 0.00407	
Insurance Adder (All Blocks)	$ -	$ -	$ -	
Demand		$ 5.80000	37.34	$ 12.00
Water Wastewater Adder (Excess Block Only)	$ 0.00279	$ 0.00279	$ 0.00279	$ 0.00279
Working Capital (All Blocks)	$ -	$ -	$ -	
Total Non-Fuel Energy Charge:				
Block 1 (0 - 500 kWh)		$ 0.19437		$ 0.0606
Block 2 (Excess)		$ 0.06484		$ 0.0606
LEAC				
All Energy	$ 0.15569	$ 0.15569	$ 0.15569	$ 0.1557
Revenue from Rate	1,403,595	1,472,643	1,465,208	1,422,813
Change from Previous	-4.7%		-0.5%	-3.4%

Sample Bill for Rate Schedule J Customer

	Customer B
EXISTING RATE J: (3-Phase Meter)	
Number of Units	22
kWh	45,378

Rate Schedule P	Rate	Amount
Monthly Charge	$ 38.33	$ 38.33
Energy Charges		
1st 5,000 kWh	$ 0.194370	$ 971.85
Over 5,000 kWh	$ 0.064840	$ 2,618.11
Demand Charges	$ 5.800000	$ 663.52
Water-Well Charge	$ 0.002790	$ 126.60
Fuel Recovery Charge	$ 0.134474	$ 6,102.17
Total		$ 10,520.58

Proposed	Rate	Amount
Monthly Charge	$ 59.25	$ 59.25
Energy Charges:	$ 0.060600	$ 2,749.91
Demand Charges	$ 12.00	$ 1,372.80
Water-Well Charge	$ 0.002790	$ 121.60
Fuel Recovery Charge	$ 0.134474	$ 6,102.17
Total		$ 10,410.73

Difference		$ - 109.85
		- 1.0%

Rate Comparisons to Rate Schedule G

Rates	Residential Rates	Current Rates	Cost-Based Rates	Proposed Rates
Monthly Facilities Charge:				
All Customers	$ 15.00	$ 14.16	$ 214.54	$ 59.25
Non-Fuel Energy Charge:				
Base Block 1 (0 - 500 kWh)	$ 0.06955	$ 0.19785	$ 0.00407	
Base Block 2 (Excess)	$ 0.08687	$ 0.10608	$ 0.00407	
Insurance Adder (All Blocks)	$ -	$ -	$ -	
Demand		$ -	37.34	$ 12.00
Water Wastewater Adder (Excess Block Only)	$ 0.00279	$ 0.00279	$ 0.00279	$ 0.00279
Working Capital (All Blocks)	$ -	$ -	$ -	
Total Non-Fuel Energy Charge:				
Block 1 (0 - 500 kWh)				$ 0.0606
Block 2 (Excess)				$ 0.0606
LEAC				
All Energy	$ 0.15569	$ 0.15569	$ 0.15569	$ 0.1557
Revenue from Rate	305,405	326,337	323,812	311,591
Change from Previous	-6.4%		-0.8%	-4.5%

Cost of Service

Customer Class	Cost of Service	Projected Rate Revenue	Projected LEAC Revenue	Projected Revenues	% Change
Residential (R)	$ 148,939,030	$ 48,257,671	$ 77,953,487	$ 126,211,158	18.0%
Small General (G 1ϕ)	11,339,693	6,028,481	6,460,535	12,489,016	-9.2%
Small General (G 3ϕ)	12,457,385	6,142,248	7,348,304	13,490,552	-7.7%
Small Govt. (S 1ϕ)	1,643,672	959,180	866,744	1,825,923	-10.0%
Small Govt. (S 3ϕ)	2,066,786	1,114,738	1,242,041	2,356,779	-12.3%
General Service (J 1ϕ)	2,359,078	1,132,261	1,373,753	2,506,014	-5.9%
General Service (J 3ϕ)	41,580,441	20,056,660	26,102,741	46,159,401	-9.9%
Large Power (P)	71,804,117	31,131,633	47,077,759	78,209,392	-8.2%
Small Govt. (K 1ϕ)	584,731	347,143	320,950	668,092	-12.5%
Small Govt. (K 3ϕ)	22,386,975	12,626,883	14,486,586	27,113,468	-17.4%
Large Govt. (L)	17,503,306	9,297,553	11,361,256	20,658,809	-15.3%
Navy (N)	70,040,361	19,905,605	50,544,393	70,449,997	-0.6%
IPP (I)	194,910	48,891	65,077	113,968	71.0%
Condos	5,777,881	2,654,392	3,676,318	6,330,710	-8.7%
Total	$ 414,743,525	$ 164,340,467	$ 250,403,058	$ 414,743,525	0.0%

Exhibit A

Issued April 1, 2020
Effective with meters read
on and after April 1, 2020

Rate Schedule "D"

GUAM POWER AUTHORITY

SCHEDULE "D"

Condominium Service

Availability:

Applicable to condominium with master meter servicing multiple dwelling units not individually metered.

The schedule is available for condominium in service or applied before April 1, 2020 and have made a one-time election to move to rate schedule D from rate schedule G, J, or P. Once the customer is transferred to rate schedule D, the customer cannot move to another rate schedule.

Monthly Rate:

Energy Charge:	-per kWh	$0.06060
Demand Charge:		
Per kW of billing demand per month	- per kW	12.00
Customer Charge:	- per month	$59.25

Determination of Demand:

The maximum demand for each month shall be the maximum average load in kW during any fifteen-minute period as indicated by a demand meter. The billing demand for each month shall be the maximum demand for such month or, 85% of the customer's highest metered maximum demand for the preceding (11) eleven months.

Issued April 1, 2020
Effective with meters read
on and after April 1, 2020

Rate Schedule "D"

SCHEDULE "D" (Continued)

Fuel Recovery Charge:

The Fuel Recovery Charge, as specified in Schedule "Z", will be added to each bill for service.

Insurance Charge:

An insurance charge of $0.00290 per kWh shall be billed monthly unless suspended by the Authority when Commission insurance reserve criteria have been met. The Authority may reinstate the insurance charge when Commission reinstatement criteria have been met. The insurance charge will be suspended or reinstated in conjunction with the Navy insurance charge.

Emergency Water Well and Wastewater Charge:

An Emergency Water Well and Wastewater charge of $0.00279 per kWh will be billed monthly unless otherwise ordered by the Commission.

Working Capital Fund Surcharge:

A Working Capital Fund (WCF) Surcharge of was established by the Public Utilities Commission (PUC) on June 20, 2011. The surcharge allows adjustments every six months to enable the Authority to recover increases or decreases in the Working Capital Fund Requirement caused by the increasing or decreasing price of fuel. GPA will petition the PUC in conjunction with its Levelized Energy Adjustment Clause filings every June 15 and December 15 for the increase or decrease required to ensure the Authority is able to meet this funding requirement.

Rules:

Service supplied under this rate shall be subject to the Service Rules of the Authority.

Riders:

Charges in addition to the above are applicable under certain conditions more specifically set forth and incorporated herein.

Schedule A - Accommodation Service Charges
Schedule B - Service Establishment Charges
Schedule C – Net Metering

Issued March 21, 1984 **Rate Schedule "R"**
Revised ~~October 01, 2015~~ April 1, 2020
Effective with meters read
on and after ~~October 01, 2015~~ April 1, 2020

GUAM POWER AUTHORITY

SCHEDULE "R"

Residential Service

Availability:

Applicable to single phase and three phase residential lighting, heating, cooking, air conditioning and power in a single family dwelling unit metered and billed separately by the Authority. This schedule does not apply where residence and business are combined nor where the average daily consumption is more than 200 kilowatt hours per day. A Residential (Schedule R) customer will be transferred to the Small General Demand rate schedule (Schedule J), if the customer's average daily kWh consumption exceeds 200 kWh per day for any (6) six of the customer's last (12) twelve billing months.

When transferred to a new rate schedule, the customer must remain on that rate schedule for a minimum of (6) six billing months.

Monthly Rate:

Non-Fuel Energy Charge

First 500 kWh per month	- per kWh	$0.06955
Over 500 kWh per month	- per kWh	$0.08687
Customer Charge	- per month	$15.00

Fuel Recovery Charge:

The Fuel Recovery Charge, as specified in Schedule "Z", will be added to each bill for service.

Insurance Charge:

An insurance charge of $0.00290 per kWh shall be billed monthly unless suspended by the Authority when the Commission insurance reserve criteria have been met. The Authority may reinstate the insurance charge when the Commission reinstatement criteria have been met. The insurance charge will be suspended or reinstated in conjunction with the Navy insurance charge.

Emergency Water Well and Wastewater Charge:

An Emergency Water Well and Wastewater charge of $0.00279 per kWh in excess of 500 kilowatt hour usage, will be billed monthly.

Issued March 21, 1984 **Rate Schedule "R"**
Revised ~~October 01, 2015~~ April 1, 2020
Effective with meters read
on and after ~~October 01, 2015~~ April 1, 2020
SCHEDULE "R" (Continued)

Working Capital Fund Surcharge:

A Working Capital Fund (WCF) Surcharge of was established by the Public Utilities Commission (PUC) on June 20, 2011. The surcharge allows adjustments every six months to enable the Authority to recover increases or decreases in the Working Capital Fund Requirement caused by the increasing or decreasing price of fuel. GPA will petition the PUC in conjunction with its Levelized Energy Adjustment Clause filings every June 15 and December 15 for the increase or decrease required to ensure the Authority is able to meet this funding requirement.

Apartment House Collection Arrangement:

Any apartment owner having (3) three or more apartments at one location, each apartment being separately metered and billed on the above rate, may elect to accept a discount of ten percent (10%) of the amount of the bills rendered for each apartment, but not to exceed $5.00 per month for each apartment, upon entering into the following collection agreement with the Authority under the following terms and conditions:

1. All accounts shall be kept in the name of the apartment house owner who shall assume the responsibility for the prompt payment of all bills.

2. All accounts shall remain active at all times. Individual apartments cannot be added to or deleted from this agreement more often than once in (12) twelve months.

3. The Authority will render individual bills for each apartment on a regular billing period basis and will also furnish a statement showing gross and net billings.

Multi-Family Dwellings:

In apartment buildings or other residential premises where additional dwelling units are created by alterations or modifications to the premises and where the separate metering and billing by the Authority of the service used in each dwelling unit is impractical, the service may be supplied through a single meter. In such instances the above rate shall be increased by $1.50 per month for each dwelling unit on the premises.

Issued March 21, 1984 **Rate Schedule "R"**
Revised ~~October 01, 2015~~ April 1, 2020
Effective with meters read
on and after ~~October 01, 2015~~ April 1, 2020

SCHEDULE "R" (Continued)

Rules:

Service supplied under this rate shall be subject to the Service Rules of the Authority.

Riders:

Charges in addition to the above are applicable under certain conditions more specifically set forth and incorporated herein.

Schedule A - Accommodation Service Charges
Schedule B - Service Establishment Charges
Schedule C – Net Metering

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

Issues for Decision

Resolution No. 2020-06:

Relative to: Authorizing the Management of Guam Power Authority to Solicit Bids (IFB) for the Supply of Residual Fuel Oil No.6 for the Baseload Plants.

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

The Guam Power Authority's current contract for Supply of Residual Fuel Oil No.6 for the Baseload Plants is expiring in August 31, 2020. The fuel supply contract is necessary to provide uninterrupted supply of fuel for the Baseload plants.

Where is the location?

Residual Fuel Oil No.6 will be supplied to the baseload plants

1. Cabras 1&2
2. MEC 8&9

How much will it cost?

The 2-year contract is estimated to exceed $1.5M requiring prior approval from the PUC.

When will it be completed?

The contract is planned for an initial period of three (3) years to commence on or about September 01, 2020 and to expire on August 31, 2023, with the option to extend for two (2) additional one-year terms.

What is its funding source?

Fuel revenue funds

The RFP/BID responses:

The IFB solicitation will commence after CCU and PUC approval.

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

RESOLUTION NO. 2020-06

AUTHORIZING THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO PROCEED WITH THE PROCUREMENT OF A CONTRACTOR FOR THE BULK SUPPLY OF RESIDUAL FUEL OIL NO.6 FOR THE BASELOAD POWER GENERATING PLANTS

WHEREAS, the two (2) year base period for the current contract with Mobil Oil Guam, Inc ("Mobil") for the Supply of Residual Fuel Oil (RFO) for the Baseload Power Generating Units under GPA-009-18 will expire on August 31, 2020; and

WHEREAS, the contract allows for a 3 one-year extension option with mutual agreement of both parties; and

WHEREAS, GPA negotiated with Mobil for the contract extension option with the existing terms and conditions; and

WHEREAS, Mobil declined the contract extension either for the first (1st) year or the full three (3) year extension period and would prefer participating in a new tender; and

WHEREAS, GPA intends to issue a new Invitation for Bid for the procurement of Residual Fuel Oil No.6 for a base period of three (3) years, to commence on or about September 01, 2020 through August 31, 2023, with two (2) additional one-year extension options; and

WHEREAS, the draft bid solicitation documents for the procurement of a new Residual Fuel Oil No.6 supply contract is hereby attached as **Exhibit A**; and

WHEREAS, the total cost for the new contract is anticipated to exceed $1.5M requiring GPA to seek authorization for this procurement from the PUC; and

WHEREAS, GPA is requesting the approval of the CCU to petition the PUC for the issuance of an Invitation for Bid for a new Residual Fuel Oil No.6 supply contract.

NOW THEREFORE, BE IT RESOLVED, by the Consolidated Commission on Utilities, subject to the review and approval of the Public Utilities Commission, as follows:

1. GPA's request to solicit competitive bids for a new Residual Fuel Oil No.6 supply contract through a Multi-Step Bid process is reasonable, prudent and beneficial to its customers.

2. GPA is authorized to petition the Public Utilities Commission for approval to issue bids to procure a Contractor for the supply of Residual Fuel Oil No.6 for the Baseloads Units.

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 21st DAY OF FEBUARY 2020.

Certified by:

JOSEPH T. DUENAS
Chairperson
Consolidated Commission on Utilities

Attested by:

MICHAEL T. LIMTIACO
Secretary
Consolidated Commission on Utilities

SECRETARY'S CERTIFICATE

I, Michael T. Limtiaco, 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: _____

Invitation For Multi-Step Bid

No. GPA- -20

SUPPLY OF RESIDUAL FUEL OIL NO.6

Volume II

CONTRACT

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CONTRACT

CONTRACTOR

GUAM POWER AUTHORITY

IFB No. GPA- -20

SUPPLY OF RESIDUAL FUEL OIL NO.6

FORMAL CONTRACT

This Agreement and Formal Contract ("Contract"), is made and entered into on the _____ day of _____, 2020 by and between:

_____, hereinafter referred to as CONTRACTOR, with its principal address at _____;

\- and –

GUAM POWER AUTHORITY, hereinafter referred to as the **"Authority"** or **"GPA"**, a Public Corporation with its office located at the Gloria Nelson Public Service Complex, Fadian Mangilao Guam;

R E C I T A L S

WHEREAS, GPA desires to maintain uninterrupted supply of Residual Fuel Oil No.6 (hereinafter referred to as "RFO") to its Baseload Power Plants; and

WHEREAS, the current contract for the supply of RFO will expire on August 31, 2020; and

WHEREAS, GPA seeks to procure a new Contractor for the supply of RFO; and

WHEREAS, the Consolidated Commission on Utilities has determined that the (CONTRACTOR) is a preferred option for GPA to supply the RFO requirements for the Authority; and

WHEREAS, the Guam Public Utilities Commission has, through stipulation, ordered GPA to proceed with the procurement of a CONTRACTOR for the Supply of RFO; and

WHEREAS, GPA has issued an Invitation For a Multi-Step Bid for the Supply of Residual Fuel Oil No.6 under IFB GPA- -20; and

WHEREAS, **CONTRACTOR** submitted a bid in response to the Invitation for Bid for the Supply of RFO; and

WHEREAS, GPA, upon evaluation of the submitted bid proposals, determined that **CONTRACTOR**. is the lowest responsive and responsible bidder.

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

SECTION 1. DEFINITIONS

**"$"** The term "$" refers to currency in U.S. dollars.

"ASTM" The term "ASTM" shall mean the American Society for Testing and Materials.

"API" The term "API" shall mean the American Petroleum Institute.

"Barrel" The term "Barrel" means a volume equivalent to 42 U.S. gallons.

"Contract" The term "Contract" means the Fuel Oil Supply Contract executed as a result of IFB GPA- -20.

"Contract Agreement (Agreement)" The written agreement between GPA and CONTRACTOR covering the Supply of Fuel Oil any other Contract Documents either attached to the Agreement or made a part thereof by reference therein.

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

"Contracting Officer" The term "Contracting Officer" as used herein means the General

Manager of the Guam Power Authority and shall include his authorized representatives.

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

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

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

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

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

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

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

"Seller" The CONTRACTOR.

"Territory" The Territory of Guam.

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

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

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

"D.E.S." means Delivered Ex- Ship as set forth in Incoterms 2000, except as modified by the Contract.

"Fuel Oil" means "Residual Fuel Oil No. 6" or "RFO", a liquid hydrocarbon product satisfying the specifications in Schedule A.

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

"Receiving facility" means any wharf, dock, jetty, pier, quay, sea terminal, buoy, lighter, barge, vessel, or other suitable apparatus capable of receiving fuel oil in bulk.

SECTION 2. FUEL OIL TO BE SUPPLIED

CONTRACTOR agrees to furnish and **GPA** agrees to accept and pay for all of **GPA**'s fuel oil requirements for power generating plants in Guam for the term of the Contract. Fuel Oil to be supplied to **GPA** shall conform to the product quality requirements specified in Schedule A and shall come from reputable sources not sanctioned by the United States government.

The **estimated** total fuel oil requirement is about TWO MILLION BARRELS PER YEAR (2,000,000 bbls/yr). The Minimum Purchase under the Contract is estimated at ONE MILLION BARRELS PER YEAR (1,000,000 bbls/yr).

The first delivery of fuel oil pursuant to the Contract is anticipated to be on or about **September 01, 2020**.

Estimated combined quantities:

MINIMUM: ONE MILLION BARRELS PER YEAR (1,000,000 bbls/yr)

MAXIMUM: TWO MILLION BARRELS PER YEAR (2,000,000 bbls/yr)

Estimated Annual Requirement (Barrels per Year)			
Fuel Grade	**First (1st) Year**	**Second (2nd) Year**	**Third (3rd) Year**
Low Sulfur Fuel Oil (LSFO), 1.19%w Sulfur (Maximum)	**500,000**	**1,500,000**	**1,500,000**
High Sulfur Fuel Oil (HSFO), 2.00%w Sulfur (Maximum)	**1,500,000**	**500,000**	**0**

This information is provided as reference material only. Although every attempt has been made to ensure its accuracy, **GPA** makes no guarantees that these quantities will be achieved but they may be exceeded. **GPA** expressly disclaims any liability whatsoever arising from reliance or non-reliance of the data provided.

SECTION 3. CONTRACT TERM

The Contract Term shall be for THREE (3) years and shall commence on or about after 0:00 hour on **September 01, 2020**, and shall continue until midnight of **August 31, 2022** with options to extend for TWO (2) additional One (1) year term, upon mutual agreement of both parties.

SECTION 4. CONTRACT PRICE

The total contract price in U.S. Dollars per Metric Ton ($/MT) for all residual fuel oil delivered D.E.S. Guam (discharge port) to **GPA** shall be inclusive of all costs and liabilities incurred prior to delivery at discharge port, Cabras Island, Guam.

DES (Delivered Ex- Ship) PROVISIONS:

Under this term, the **CONTRACTOR** quotes a price including the cost of the goods, the marine insurance, and all transportation charges to the designated point of destination (**GPA**). Under this quotation, the **CONTRACTOR** must:

(1) provide and pay for transportation to named point of destination (**GPA**);

(2) pay applicable taxes or charges levied on the cargo prior to passage of title to GPA;

(3)provide and pay for marine insurance;

(4)provide war risk insurance;

(5) obtain and dispatch promptly to **GPA,** or its agent, copies from the original document of a clean bill of lading, and also insurance policy or negotiable insurance certificate;

(6) provide **GPA** with copies from the original document of certificates of origin, or any documents issued in the country of origin, or of shipment, or both, which **GPA** may require for importation of goods and, where necessary, for their passage in transit into another country.

(7) where received-for-shipment ocean bill of lading may be tendered, be responsible for any loss or damage, or both, until the goods have been delivered into the custody of the ocean carrier to **GPA**;

(8) where on-board ocean bill of lading is required, be responsible for any loss or damage, or both, until the goods have been delivered on board the vessel to **GPA**;

The **CONTRACT PRICE** shall be the **BID PRICE OFFER** calculated as the **BID REFERENCE PRICE** plus the Contractor's **FIXED PREMIUM FEE** in U.S. dollars per Metric Ton ($/MT) for all residual fuel oil delivered to **GPA** at the Port of Guam.

The BID PRICE is the sum of the FIXED SERVICE FEE (per Metric Ton) and the BID REFERENCE PRICE as of December 2, 2019 as posted in the Platts' Asia-Pacific Marketscan Oil Prices.

BID REFERENCE PRICE:

The BID REFERENCE PRICE shall be based on the Platt's Singapore Products Assessment for Fuel Oil Cargoes "HSFO 180 CST**"** for December 2, 2019.

Reference date: December 2, 2019

	Low ($/MT)	High ($/MT)
HSFO 180 CST	$ 214.62	$ 214.66

The following is a sample calculation of the mean price for HSFO 180 cst published in the **Platt's Marketscan, Singapore Products Assessments** for Fuel Oil Cargoes for December 2, 2019.

Mean Singapore Spot = Low + High Price Assessments:

$$= \frac{\$\ 214.62 + \$\ 214.66}{2} \text{ per Metric Ton (MT)}$$

= $ 214.640 per Metric Ton (MT)

BID REFERENCE PRICE = $ 214.640 per Metric Ton

BID PRICE OFFERS (D.E.S. Ex-Ship Guam):

LSFO 1.19% $_w$ Sulfur Max	THREE (3)-YEAR CONTRACT BASE PERIOD US$/MT (3 decimals)			TWO (2) -YEAR CONTRACT EXTENSION OPTION US$/MT (3 decimals)	
	First (1st) Year Base Period	Second (2nd) Year Base Period	Third (3rd) Year Base Period	First (1st) Year Extension	Second (2nd) Year Extension
A. Bid Reference Price	$312.180	$312.180	$312.180	$312.180	$312.180
B. Fixed Premium Fee	(Enter value)	(Enter value)	(Enter value)	(Enter value)	(Enter value)
BID PRICE (A+B)					

HSFO 2.00% $_w$ Sulfur Max	THREE (3)-YEAR CONTRACT BASE PERIOD US$/MT (3 decimals)			TWO (2) -YEAR CONTRACT EXTENSION OPTION US$/MT (3 decimals)	
	First (1st) Year Base Period	Second (2nd) Year Base Period	Third (3rd) Year Base Period	First (1st) Year Extension	Second (2nd) Year Extension
A. Bid Reference Price	$312.180	$312.180	$312.180	$312.180	$312.180
B. Fixed Premium Fee	(Enter value)	(Enter value)	(Enter value)	(Enter value)	(Enter value)
BID PRICE (A+B)					

SECTION 5. INVOICE PRICE DETERMINATION

Price shall be based on the arithmetic average of the mean of the high/low quotations for "HSFO 180 CST" as published in Platts Asia Pacific/Arab Gulf Marketscan under the heading "FOB Singapore" priced for five (5) valid consecutive quotations immediately prior to B/L date and five (5) immediately after the B/L date plus the fixed premium fee.

In case of "No Posting" on the B/L date, no price will be used and the remaining 10-days average will be used. All price postings are at the prices effective dates.

Sample Calculation:

B/L date = December 2, 2019

Marketscan Postings HSFO 180cst ($/MT)

	Date	Low	High	Avg
5	November 25, 2019 (Monday)	239.99	240.03	240.010
4	November 26, 2019 (Tuesday)	236.69	236.73	236.710
3	November 27, 2019 (Wednesday)	241.33	241.37	241.350
2	November 28, 2019 (Thursday)	238.19	238.23	238.210
1	November 29, 2019 (Friday)	227.36	227.40	227.380
B/L	December 2, 2019 (Monday)	214.62	214.66	214.640
1	December 3, 2019 (Tuesday)	225.11	225.15	225.130
2	December 4, 2019 (Wednesday)	233.69	233.73	233.710
3	December 5, 2019 (Thursday)	240.37	240.41	240.390
4	December 6, 2019 (Friday)	250.10	250.14	250.120
5	December 9, 2019 (Monday)	258.55	250.14	254.450
		Mean Arithmetic Average ($/MT) =		**$236.454**

Invoice Reference Price = $236.454/MT

Invoice Price Calculation:

Product Grade	Invoice Reference Price ($/MT)	Fixed Premium Fee (Sample) ($/MT)	**Invoice Price ($/MT)**
LSFO, 1.19%S	236.454	35.000	**271.454**
HSFO, 2.00%S	236.454	25.000	**261.454**

If for any reason the quotation "HSFO 180 CST" ceases to exist, the parties shall renegotiate a new price quotation and premium in order to continue the contract.

For invoice calculation purposes, quantity shall be reported in Metric Tons as declared in the Bill of Lading.

SECTION 6. TITLE, CUSTODY AND RISK OF LOSS

Title to the fuel oil and custody thereof shall pass from **CONTRACTOR** to **GPA** when the fuel oil has passed the vessel's permanent flange hose connection at the discharge port. All risk of loss, cost and liabilities prior to the time of passage of title of the fuel oil to shall be on the **CONTRACTOR**.

SECTION 7. TERMS OF PAYMENT

Documentary Letter of Credit shall be opened two (2) days prior to the beginning of loading.

Payment shall be made in U.S. Dollars Funds without off-set, deduction, or counter-claim within THIRTY (30) calendar days (30-days net term) after the Bill of Lading date provided vessel tenders its NOR within TWELVE (12) days after the B/L date, otherwise it extends day by day (B/L date inclusive). In case the payment due date falls on a Bank holiday or Saturday in Guam, payment shall be made immediately preceding banking day. However, should payment due falls on Sunday or Monday bank holiday in Guam, payment shall be made on the immediately following banking day.

Payment shall be available at Seller's account on Maturity Date. If Buyer fails to pay on the maturity date, Seller shall be reimbursed for the interests related to the time of delay. Interest Rate shall be calculated based on the one month London Interbank Offered Rate (LIBOR) for US Dollar Deposits offered by Bloomberg Publication at 11:00 A.M. London Time, as quoted on page BBAM in effect on the date buyer's payment was due, plus one and one-half percent (1.5%) per annum.

In the event that a duly executed Documentary Letter of Credit (L/C) is amended or cancelled due to error or adjustments caused by the **CONTRACTOR**, the **CONTRACTOR** shall reimburse **GPA** for any penalties for the amendment or cancellation of the LC.

The **CONTRACTOR** shall endeavor to assist **GPA** to revise the payment due dates if requested by **GPA** accordingly. GPA has the right to request for revision of the payment due dates and Contractor has the right to reject it at its sole discretion.

CONTRACTOR may provide GPA a Line of Credit, but it is not a requirement in the contract. If the amount due under this contract exceeds the **GPA**'s credit line of:

(Amount in Words _____)
(US$_____),

available at **CONTRACTOR** system, then as a loading condition, for the amount not covered under the credit line, **GPA** shall:

(i) Make advance payment not later than one day before the cargo is loaded; OR

(ii) Open a **DOCUMENTARY LETTER OF CREDIT (L/C)** at a first-class international bank mutually agreeable to both **GPA** and the **CONTRACTOR**

SECTION 8. PAYMENT OF TAXES AND OTHER GOVERNMENT CHARGES

All fuels under the terms of this Contract are exempt from the Government of Guam Liquid Fuel Tax and the Government of Guam Gross Receipts Tax as provided by 12 G.C.A., Section 8115.

In the event that any cargoes shall be liable to the payment of Import Duty such Import Duty shall be to the **CONTRACTOR's** account.

CONTRACTOR shall be responsible for filing appropriate tax returns or other filings and requesting rebates, credits, drawbacks or exemptions.

In the event any liquid fuel tax or gross receipts tax or other tax including, but not limited to, excise tax, duty, toll, fee, charge for other exaction or the amount equivalent thereto, and any increase thereof, now or hereafter imposed, levied or assessed by the United States Government, the Government of Guam, the Port Authority of Guam, or other instrumentality or agency thereof in connection with and as a result of the sale of fuel oil herein provided for is collectible or payable by **CONTRACTOR**, (except taxes, penalties, fees or other charges that may be imposed on **CONTRACTOR** because of **CONTRACTOR** 's failure to make proper tax filings including requests for credits, exemptions, drawbacks or rebates) it shall be paid by **GPA** as part of the fuel price set forth herein, on demand by **CONTRACTOR**. Any such payment shall be in addition to the price otherwise herein provided for.

Notwithstanding these provisions, should the payment of any such charges described in this section be unduly burdensome to **GPA**, it shall be grounds for renegotiation for an equitable adjustment in price.

CONTRACTOR shall be solely responsible for filings and payment of income tax or taxes measured on net income.

SECTION 9. WARRANTY AND CLAIMS

CONTRACTOR warrants that the fuel oil shall meet the specification prescribed herein under Section10 and other pertinent sections. If the fuel oil fails to meet the specifications herein, **CONTRACTOR** shall be liable for any direct damages resulting therefrom.

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

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

SECTION 10. PRODUCT AND QUALITY

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

SECTION 11. QUANTITY AND QUALITY ASSURANCE

Ship-to-Ship (STS) cargo loading is not allowed.

(a) Inspection of fuel oil cargo loading and discharge to determine quantity and quality shall be witnessed and or conducted by the appointed third party independent Inspector mutually acceptable to **GPA** and the **CONTRACTOR**. **CONTRACTOR** shall appoint the independent inspector at the loadport. **GPA** shall appoint the independent Inspector at the discharge port. Such independent inspector shall also perform or witness the required sampling, gauging, and inspection of vessel and shore tanks before and after loading at load port as well as discharge port, Guam. Final determination shall be based on the discharge port findings. All quantity calculations and correction to volume at sixty (60) degree (Fahrenheit) shall be in accordance with the ASTM-IP Petroleum Measurement Tables, Table 6- the latest edition published shall be applicable. All costs and charges for the inspections for the load port shall be borne by the **CONTRACTOR**, and costs at the discharge port shall be equally shared by **GPA** and the **CONTRACTOR**.

(b) Load port samples from each individual shore loading tanks shall be sampled by the independent inspector who shall perform or witness the required tests for quality certification prior to loading. Shore tank composite from each individual shore loading tanks shall be separately tested and the quality must conform to the specifications under Section 10 of the contract. Vessel's composite samples from all vessel's cargo compartments shall also be obtained by the inspector for the consignee, **GPA**, in care of the ship's master. All Samples shall be equally divided into THREE (3) parts, sealed, properly identified, and designated with the required "Chain of Custody of Samples" documentations.

(c) The quality of the cargo to be delivered shall be determined by an independent inspector mutually acceptable to GPA and the **CONTRACTOR** and is to be based on the ship composite samples taken at the port of discharge in such a manner as to secure samples which are representative of the entire cargo delivery. Discharge tanks samples and ship's composite samples shall be divided into THREE (3) parts. One part shall be for **CONTRACTOR** and TWO (2) parts shall be for **GPA**, and **GPA** shall utilize one sample for recertification and reserve the other sample as a retained referee sample. All discharge port samples shall be presented by the inspector for **GPA** in care of the Master of the ship. All samples shall be retained for not less than ONE HUNDRED TWENTY (120) days after delivery. In the event of dispute as to quality, analysis of the samples taken at the discharge port shall be made by an independent inspector, which analysis shall be final and binding upon both parties.

GPA reserves the right to reject any or all deliveries that fail to conform to the quality requirements specified in Schedule A.

GPA has the right to reject any cargo outside the specifications limits, as these are agreed in the context of this contract. In this respect, copies of the quality analysis certificate together with the other shipping documents (B/L, certificate of origin, cargo manifest, certificate of origin, certificate of quantity with shore tank measurement report, certificate of quantity, etc) must be transmitted by fax or e-mail to GPA immediately but no later than 3 days after completion of loading.

Copies of the originals of the ship’s “certificate of cleanliness” issued before loading, and the other shipping documents for the consignee (B/L, Certificate of Origin, Cargo Manifest, certificate of Quality, Certificate of Quantity with tank measurement report, Loadport surveyor’s

report, etc.) to be marked for the consignee and handed over upon arrival of vessel at discharge port.

It is understood that any delay as may be incurred in discharge due to unavailability of copy of the Bill of Lading will be for **CONTRACTOR's** account. Furthermore, the correct documentation in original format is required in order to establish to the full satisfaction of GPA.

GPA has the right to reject any cargo outside the specification limits. GPA shall notify the Contractor of any rejected delivery by fax or e-mail. Contractor shall promptly deploy a replacement vessel carrying on-spec products to Guam within 12 days from the date of GPA's notice of rejection.

Notwithstanding the above conditions, Contractor shall not be relieved of any responsibilities or penalties provided for in the Contract. In addition, GPA shall impose all applicable penalties for failure of the Contractor to provide the replacement cargoes in a timely manner. Contractor shall be liable for all direct expenses as a result of the delayed arrival of the shipment beyond the last day of the original 5 days ETA date.

SECTION 12. QUANTITY DETERMNATION

Latest edition of API Standard 2540 (and sub-sections) or its metric equivalent with conversions shall be the method used for quantity determination.

Quantity determination shall be performed by a third party independent inspector mutually acceptable to **GPA** and the **CONTRACTOR.** Quantity shall be based from the load port shore tanks gauges as to be reflected as Bill of Lading quantity NET barrels at sixty degrees Fahrenheit (60 °F). The Certificate of Quantity shall separately use the density from each individual shore loading tanks. All quantities shall be corrected to volume at sixty degrees Fahrenheit (60 °F) in accordance with the ASTM-IP Petroleum Measurement Table, Table 6B, the latest edition published shall be applicable. A copy of the load port shore tank measurements shall be included as supplemental documents.

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

In the event of the variances between the B/L quantity and the discharge port (shore tanks) receipts, The **AUTHORITY** shall pay (absorb) a quantity shortfall up to ONE-HALF PERCENT (0.50 %) of the barrel established quantity; shortages beyond the 0.5% shall be covered by the **CONTRACTOR**.

SECTION 13. SECURITY OF SUPPLY

For security of supply, **CONTRACTOR** reserves the right to supply fuel oil meeting **GPA** specifications from any source. Fuel Oil to be supplied to **GPA** shall conform to the product quality requirements specified in Schedule A and shall come from reputable sources not sanctioned by the United States government.

In the event that supplies are taken from such other places, then the price to Guam will remain the same as established in Section 4 above.

SECTION 14. GOVERNMENT LAWS AND REGULATIONS

(a) If at any time during the term of the Contract the Government of the United States or the Territory of Guam enacts laws or issues regulations which would prevent **GPA** from burning the type of fuel oil to be supplied hereunder, **GPA** shall use its best efforts to obtain an exemption. In the event **GPA** cannot obtain an exemption from such laws and regulations, **CONTRACTOR** shall use his best efforts to furnish **GPA** substitute fuel oil which complies with such governmental laws and regulations at the same price set out herein, or if unreasonable, at a price to be renegotiated by the parties. If the substitute fuel oil causes an increase or decrease in **CONTRACTOR** 's cost of performance of the Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim of **CONTRACTOR** for adjustment under this section must be asserted in writing within thirty (30) days from date of receipt by **CONTRACTOR** of the notification of substitute fuel oil in compliance with Government laws, rules and regulations. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Governing Law and Disputes"(Section 22). However, nothing in this clause shall excuse the **CONTRACTOR** from proceeding with the Contract fuel oil specifications as changed in order to comply with Government laws, rules and regulations. Only in the event that the parties cannot mutually agree upon the price at which **CONTRACTOR** is to furnish such substitute fuel oil, and **CONTRACTOR** refuses to provide

such substitute fuel oil at the Contract price set out herein shall **GPA** then have the option of purchasing from other sources fuel oil at a lower price than that offered by **CONTRACTOR** in such negotiations which complies with such laws and regulations, but in any event, the **CONTRACTOR** shall have no recourse, other than those specified herein.

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

SECTION 15. PERMITS AND RESPONSIBILITIES

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

SECTION 16. FORCE MAJEURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 17. NOTICE TO OTHER PARTY

Either party whose obligations may be affected by any of the forces or causes set out in Section 16, supra, shall promptly notify the other party in writing, giving full particulars thereof as soon as possible after the occurrence of such force or cause. Such party shall exercise due diligence to remove such cause with all reasonable dispatch and to resume performance at the earliest practicable time.

SECTION 18. PAYMENT REQUIRED

Notwithstanding the provisions of Section 16, supra, **GPA** shall not be relieved of any obligation to make payments for any fuel delivered to Guam dock/**GPA** tanks hereunder; however, during the force majeure condition the obligation shall be suspended, except for fuel oil deliveries made prior to the force majeure condition.

SECTION 19. PRORATION OR EQUITABLE ALLOATION

If any of the events enumerated in Section 16, supra, have occurred, **CONTRACTOR** shall prorate or otherwise allocate in a fair and equitable manner among its customers, including **GPA**, the supplies of fuel oil **CONTRACTOR** has available for delivery at the time of the occurrence or for the duration of such event taking into account **GPA**'s unique situation as Guam's total dependence on fuel oil. **CONTRACTOR** shall also seek an alternative source of fuel oil to fulfill its contractual obligations.

SECTION 20. ALTERNATE SUPPLY

In the event **CONTRACTOR** is unable to fulfill its obligations under this Contract as a result of Section 16, supra, **GPA** may at its sole discretion seek an alternative source of fuel oil to include, but not limited to, a second contractor for the supply of fuel oil so long as such condition shall exist.

In the event **CONTRACTOR** is unable to fulfill its obligations under this Contract as a result of any negligence on the part of the Contractor, **GPA** may at its sole discretion seek an alternative source of fuel oil to include, but not limited to, a second contractor for the supply of fuel oil so long as such condition of negligence shall exist. If the cost of fuel during such period of negligence shall exceed the Contract price as provided in Section 4, the **CONTRACTOR** shall be liable to **GPA** for the difference, which may be taken from the Performance Bond.

For the purpose of this clause, preference for the second contractor shall be given to the next lowest bidder.

SECTION 21. RESUMPTION OF PERFORMANCE

If **CONTRACTOR** is prevented from delivering or **GPA** is prevented from receiving all or any fuel to be sold under the Contract for the reasons which fall within the provisions of Section 16, supra, then the party so prevented shall, as to the remainder of the fuel not affected thereby,

promptly resume performance of the Contract. No curtailment or suspension of deliveries or payment under the causes listed in Section 16, supra, shall operate to extend the term of or terminate the Contract unless the occurrence of force majeure will materially impair, for an indefinite period of time, the parties' ability to perform the Contract.

SECTION 22. GOVERNING LAW AND DISPUTES

This CONTRACT shall in all respects be governed by the Laws of Guam. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded.

This CONTRACT shall not be construed to confer any benefit on any person not being a party to this Contract not shall it provide any rights to such person to enforce any of its provisions. The provisions of the English Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

In the event of any controversies, dispute or difference of any nature (a "Dispute") between the parties arising from or in connection with this Contract, either party may give notice to the other in writing of the existence of such dispute specifying its nature and the points at issue. If the dispute shall not have been amicably resolved within thirty (30) days from the date of the said notice, then the same shall be exclusively and definitely resolved through final and binding arbitration in New York, by the AMERICAN ARBITRATION ASSOCIATION ('AAA'), in accordance with the rules of arbitration of such institution in effect as of the date the existence of the controversy is notified by one of the parties. The arbitration shall be conducted by three arbitrators, unless all parties to the dispute agree to a sole arbitrator within thirty (30) days after the filing of the arbitration. Each party to the dispute shall appoint one arbitrator within thirty (30) days of the filing of the arbitration, and the two arbitrators so appointed shall select the presiding arbitrator within thirty (30) days after the latter of the two arbitrators have been appointed by the parties to the dispute. If a party to the dispute fails to appoint its party-appointed arbitrators or if the two party-appointed arbitrators cannot reach an agreement on the presiding arbitrator within the applicable time period, then LCIA shall appoint the remainder of the three arbitrators. The arbitration proceedings shall be conducted in English and the arbitrator(s) shall be fluent in the English language. The award of the arbitral tribunal shall be final and binding. Judgment on the award of the arbitral tribunal may be entered and enforced in any court having jurisdiction thereof. The cost of the arbitration proceedings, including attorneys' fees, shall be borne in the manner determined by the arbitral tribunal. Any right to appeal or challenge any arbitral decision or award is hereby waived. The parties may seek a preliminary injunction or other preliminary judicial relief, if in its judgment such action is

necessary to avoid irreparable damage. It is expressly agreed that indirect, special, punitive and consequential damages shall not be awarded.

SECTION 23. CONTRACTOR'S INSURANCE

The **CONTRACTOR** shall maintain an insurance policy or ensure that vessel nominated have in place an insurance policy for oil pollution (throughout the entire period of the voyage to and from the discharge port) with coverage consistent with the provisions in compliance to the requirements of the U.S. Oil Pollution Act of 1990 (OPA 90) and any amendments thereto. This includes, but is not limited to, compliance with oil spill clean-up plan, financial responsibility, and all other provisions of OPA 90.

At a minimum, CONTRACTOR shall carry the following insurance coverages and shall provide evidence of these coverages in the form of a Certificate of Insurance with the applicable wordings and endorsements:

ENVIRONMENTAL POLLUTION LIABILITY

At a minimum, must carry and have in force Environmental Pollution Liability insurance with limits not less than CONTRACTOR $50,000,000 (USD FIFTY MILLION DOLLARS) each condition and in the aggregate to include coverage for First party clean-up costs. The carrier must be rated not less than AM Best A rated and minimum financial size of IX. This coverage must be primary and non-contributory. The Guam Power Authority must be named as an additional insured with a Waiver of Subrogation. On the Certificate of insurance, carrier must agree by endorsement, that in the event of any cancellation and/or material change in coverage the carrier will give minimum 60-day prior written notice to the Policy holder and the Guam Power Authority.

MARINE LIABILITY

At a minimum, must carry and have in force Marine Liability insurance with limits not less than $50,000,000 (USD CONTRACTOR FIFTY MILLION DOLLARS) each occurrence and in the aggregate. The carrier must be rated not less than AM Best A rated and minimum financial size of IX. This coverage must be primary and non-contributory. The Guam Power Authority must be named as an additional insured with a Waiver of Subrogation. On the Certificate of insurance, carrier must agree by endorsement, that in the event of any cancellation and/or material change in

coverage the carrier will give minimum 60-day prior written notice to the Policy holder and the Guam Power Authority.

SECTION 24. INDEMNITY

CONTRACTOR shall indemnify and hold **GPA** harmless from all damages to persons or property or to receiving facilities and delivery facilities, regardless of ownership, including the cost of enforcement of the indemnity, actually and proximately caused by **CONTRACTOR** or its agents in making deliveries hereunder. **CONTRACTOR** shall be responsible for cleaning up any oil spillage caused by it or its agent or **CONTRACTOR**s during the process of oil delivery. **CONTRACTOR** shall carry at all times appropriate levels of insurance as determined by **GPA** to cover any such damage. The **CONTRACTOR** shall ensure that any vessel owned or chartered by the Contractor for deliveries under this agreement shall meet the requirements of the U.S. Oil Pollution Act of 1990 (OPA 90).

SECTION 25. TRANSPORTATION

The Authority shall nominate and advise the **CONTRACTOR** of the 10-day delivery date range not later than 30 days before the 1st calendar day of the delivery date range. The **AUTHORITY** and **CONTRACTOR** shall mutually agree to narrow down to a 5-day delivery date range 21 days prior to the 1st day of the 5-day delivery date range.

(a) **CONTRACTOR** shall arrange for the transportation of the fuel oil from loading port to the Guam dock, and give **GPA** at least FIFTEEN (15) days prior notice of the approximate arrival date of each tanker.

All risk of loss, cost and liabilities prior to the time of passage of title of the fuel oil to shall be on the **CONTRACTOR**. **CONTRACTOR** or its agents shall further arrange for the use of pier receiving facilities owned by the Port Authority of Guam (PAG) or its Facility Manager, U.S. Coast Guard, U.S. Custom and Immigration inspections, Guam Commercial Port authorities, Guam tug services, Port Stevedores services, and others as necessary for the safe berthing of fuel tankers and obtaining clearance for the discharging of the cargo at the sole expense of the CONTRACTOR.

GPA shall exercise due diligence and make its best effort to assist the **CONTRACTOR** in arranging for safe berthing facilities to accommodate vessels at the F-1 dock with the following information:

Maximum LOA	259meters
Maximum Breadth	45 meters
Maximum Vessel Draft Alongside	16.4592 meters
Maximum Displacement	108,840 metric tons
Maximum Free Board	23 meters

The above information is subject to change and **CONTRACTOR** shall at all times abide by the requirements of latest edition of the Port and Terminal Information Handbook.

GPA shall provide the **CONTRACTOR** an estimated total cargo quantity to be delivered approximately THIRTY (30) days from estimated 10-day delivery date range.

GPA shall provide notification to the **CONTRACTOR** as to the final split cargo delivery quantity approximately TWENTY-ONE (21) days prior to the first (1st) day of the estimated 5-day delivery date range which will also be specified in this final notice. **GPA** estimates a single delivery requirement in the range of TWO HUNDRED THIRTY THOUSAND TO TWO HUNDRED EIGHTY THOUSAND BARRELS (230,000 -280,000 bbls). The delivery may be a single cargo of either LSFO or HSFO, or a split SEGREGATED cargo of both LSFO and HSFO, as determined by GPA.

For each delivery, the **CONTRACTOR** will have an operational tolerance of FIVE PERCENT (5%) on the cargo size, as well as the obligation to deliver the shipment within defined delivery date range, as has been notified by **GPA**.

GPA shall have the right to cancel or change the previously notified cargo size and/or delivery date within twenty-one (21) calendar days prior to the first day of the delivery range without penalty.

(b) **Tanker nomination procedures:**

The **AUTHORITY** shall advise the contractor of projected "tankers' schedule and quantities per slate" THIRTY (30) days before the commencement of the contract, and **CONTRACTOR** agrees to provide all fuel requirements of **GPA** as advised and all succeeding cargo requirements thereafter.

(i) **Vessel Specification**:

All vessels nominated by the **CONTRACTOR** for fuel oil deliveries to **GPA** shall meet the vessel vetting requirements and be pre-approved by the F-1 dock Facility Manager.

The **CONTRACTOR** or its agents shall be responsible in seeking vessel clearance from the F-1 dock Facility Manager. In the event that vessels owned or chartered by the **CONTRACTOR** do not meet the F-1 dock Facility Manager's specification, **CONTRACTOR** shall have the vessel shortfalls corrected or have another vessel nominated and ensure that a suitable vessel is cleared for timely delivery of cargo to **GPA**. The **CONTRACTOR** or its agents shall be responsible for the scheduling and reservation of the dock with the F-1 dock Facility Manager.

The **CONTRACTOR** shall ensure that the vessel assigned to perform the voyage should be rid of any slop before reaching the designated port and have adequate slops – storage capacity to ensure that unloading of any slops is avoided.

Cargo temperature shall be maintained between one hundred fifteen to one hundred thirty degrees Fahrenheit (115^{o}F -130^{o}F) on arrival and during the discharge at Guam Port.

(c) **Ship Lay time and Demurrage:**

Ship lay time at the discharge port shall commence six (6) hours after the tender of Notice of Readiness (NOR) or when the vessel berths whichever occurs first, and to cease upon last cargo hoses disconnection. Allowable ship laytime shall be thirty-six (36) hours for total cargo B/L quantities up to 240,000 bbls and shall extend by ONE (1) hour for every 10,000 bbls in excess of 240,000 bbls. Official NOR shall be tendered/ re-tendered after completion of inspection and clearance for conducting cargo discharging operations is granted by the Port Authorities.

However, if the vessel arrives before the first day of the agreed arrival date range, lay time shall not commence until 06:00 AM on the first day of the agreed arrival date range or the time discharge commences whichever is earlier. If the vessel arrives after the last day of the agreed arrival date range lay time shall commence at the time discharge commences.

If regulations of the Port Authorities prohibit the discharge of cargo at night, the time so lost shall not count as used lay time.

(i) **<u>Ship Demurrage</u>:**

If lay time allowed is exceeded, GPA shall be liable to pay the **CONTRACTOR** for applicable demurrage. However, any delay due to vessel inspection and clearance by Local and Federal Authorities, breakdown of the vessel's equipment, or failure by vessel to comply with the requirements of the discharge port with respect to equipment aboard, shall not be counted in the lay time used for calculating demurrage. Waiting period for berthing, port formalities, product sampling and testing for quality conformance shall be deducted in the lay time calculation.

The vessel must be able to attain a discharge pressure of up to one hundred (100) psi measured at the F-1 Dock manifold. Time lost for slow discharging shall be deducted from the lay time used for calculating demurrage.

Demurrage cost if payable by **GPA** shall be at the single voyage demurrage rate specified in the single voyage Charter Party of the vessel loading the cargo in question and the **CONTRACTOR** shall furnish **GPA** with a copy of such Charter Party. Such charges must be submitted to **GPA** within 90 days after Bill of Lading date.

CONTRACTOR 's and **GPA**'s rights and duties under Section 24 and Section 25 do not supersede or control the provisions of Section 16 Force Majeure.

(d) **Dock Use Lay time Charges**:

Dock lay time of thirty-six (36) hours at the discharge port, to commence upon commencement of cargo discharging, and to cease upon last cargo hose disconnection. Dock lay time charges in excess of the first thirty-six (36) hours are paid by GPA to the F-1 dock Facility Manager.

In the event that the allowable lay time of thirty-six (36) hours is exceeded due to delays caused by the vessel, the Contractor shall reimburse GPA for any charges in excess of the allowable lay time. Calculation for reimbursement shall be based on the Letter of Protest issued to the Vessel's Officer converted to time units multiplied by the dock excess lay time charge cost.

SECTION 26. COORDINATION – AMMUNITION LOADING

(a) The **CONTRACTOR** is hereby advised and agrees that the unloading of fuel oil is not permitted during the time that the unloading or loading of ammunition is taking place at the U.S. Navy's ammunition wharf.

(b) Coordination to prevent conflict in unloading between ammunition and fuel oil will be effected

jointly by responsible parties representing the U.S. Navy, the Port Authority, **GPA** and the **CONTRACTOR**. Any charges that may result because of demurrage caused by delay in discharge of fuel oil related to ammunition unloading or loading will be borne by the **GPA**, provided that notice of arrival of tanker is given to **GPA** by the **CONTRACTOR** at least FIFTEEN (15) days prior to ETA Guam. In absence of such notice any delay costs shall be borne solely by the **CONTRACTOR**.

SECTION 27. FAILURE TO SUPPLY

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

SECTION 28. FAILUE TO PAY

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

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

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

SECTION 29. FAILURE TO COMPLY WITH LAWS

In the event the **CONTRACTOR** or any person or entity identified as principals in the offer submitted in connection with the bid shall be found by any court or administrative agency having jurisdiction over the subject matter of the violation, to have violated any law, rule or regulation in connection with **CONTRACTOR** 's performance of the obligations under the Contract in any

manner whatsoever directly or indirectly which violation shall constitute a breach of the peace, or an act involving moral turpitude or otherwise constitute endangerment of the health, safety and welfare of the citizens of the Territory of Guam, **GPA** may at its sole discretion terminate this Contract upon THRITY (30) days written notice.

SECTION 30. PENALTY CLAUSES

(a) **Late Deliveries**

(1) In case of five (5) delayed deliveries beyond the last day of the stipulated delivery date range on the discharge port, after the stipulated delivery date as set out in the nomination procedure, **GPA** reserves the right to terminate the present contract by his written notification, without obligation to indemnify the **CONTRACTOR**.

(2) **CONTRACTOR** accepts to pay **GPA** for every delayed delivery beyond the last day of the five (5) days stipulated delivery date range as set out in the nomination procedure, a penalty equivalent to:

- $0.30/MT multiplied by the Bill of Lading quantity for every day of delay if delivery is less than three days late.
- $0.60/MT multiplied by the Bill of Lading quantity for every day of delay if delivery is more than three days late.

In case of delay due to **GPA**'s fault or Force Majeure, the time of delivery shall be correspondingly extended, the **CONTRACTOR** waiving any respective claim against **GPA**.

(b) **Quality Outside Contractual Specifications**

In the event that any fuel, according to the analysis results of either the composite vessel sample or the "Umpire" sample has one or more quality characteristics outside the contractual specifications set in Section 10, then in addition to any other rights or remedies available to the **GPA** under this contract a penalty will be imposed according to the following:

(1) If the Asphaltenes content exceeds the specifications limits then for every ONE-HALF percent (0.5%) or part thereof will be a price reduction of zero point one percent (0.10%) on the price per metric ton.

(2) If the Vanadium content exceeds the specifications limits then for every 10 part per million (10 ppm) or part thereof there will be a price reduction of zero point one per cent (0.10%) on the price per metric ton.

(3) If the Sodium content exceeds the specifications limits then for every 10 part per million (10 ppm) or part thereof there will be a price reduction of zero point one per cent (0.10%) on the price per metric ton.

(4) If the Al+Si content exceeds the specification limit then for every one part per million (1 ppm) there will be a price reduction of zero point zero two per cent (0.02 %) on the price per metric ton.

(5) If the viscosity exceeds the specification limit then for every 10 cSt or part thereof, there will be a price reduction of zero point one per cent (0.10%) on the price per metric ton.

(6) If API exceeds the specification limit then for every zero point one degree (0.10^{o}) thereof, there will be a price reduction of zero point zero two per cent (0.02 %) on the price per metric ton.

(7) If the heating value is less than the specification limit, then there will be a price reduction calculated as the ratio of the Out-of- Specification heating value and the Guaranteed Heating Value specified in Section 10, multiplied by the Bill of Lading Quantity.

(8) If the bottom sediment and water exceeds the specification limit, then a price reduction shall be made for all water and non-petroleum sediment in excess of maximums specified in Section 10 multiplied by the Bill of Lading Quantity.

If any other quality parameter (besides the ones stated in) exceeds the specifications' limits, then a penalty will be agreed between **GPA** and **CONTRACTOR**.

It is expressly agreed that the present penalty clauses shall be imposed regardless of whether damages were or not suffered by the **GPA** due to the delay in delivering the fuel and fuel quality outside contractual specifications, and that the **GPA** reserves the right to claim cumulatively both the amount of the penalty clauses and indemnification for every direct damage suffered by him due to **CONTRACTOR** non-contractual actions or omissions. If during the period of this contract the **GPA** is forced to purchase fuel oil in order to maintain the **GPA**'s Power Stations on full commercial load as a result of failure on the part of the **CONTRACTOR** to deliver fuel oil in accordance with the terms of this contract (save for events of Force Majeure) any additional cost borne by the **GPA** over and above the price provided for in this Contract will be liable to be

refunded to the **GPA** either by payment from the **CONTRACTOR** or by way of reduction from his debts to the **CONTRACTOR** or from the Good Performance Bond of the Contract, or partially from both.

GPA reserves the right to retain the amount of the penalty clauses from his debts to the **CONTRACTOR** or from the Good Performance Bond of the Contract, or partially from both.

Notwithstanding the above conditions, **GPA** reserves the right to reject any or all deliveries that fail to conform to the quality requirements specified in Schedule A.

SECTION 31. DEFAULT

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

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

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

SECTION 32. ATTORNEYS FEES

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

SECTION 33. TERMINATION FOR CONVENIENCE

(a) **Termination**.

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

Any such termination shall be effected by delivery to the **CONTRACTOR** of a written Notice of Termination specifying the extent to which supply of fuel oil under the Contract is terminated.

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

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

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

(c) **Right to Supplies.**

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

(d) **Compensation.**

(1) The **CONTRACTOR** shall submit a termination claim specifying the amounts due because of the termination for convenience. If the **CONTRACTOR** fails to file a termination claim within ONE (1) year from effective date of termination, **GPA** may pay the **CONTRACTOR**, if at all, an amount set in accordance with subparagraph (3) of this paragraph.

(2) **GPA** and the **CONTRACTOR** may agree to a settlement provided the **CONTRACTOR** has filed a termination claim supported by cost or pricing data to the extent required by Section 3-403 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total Contract price plus settlement costs reduced by

payments previously made by **GPA**, the proceeds of any sales of supplies and manufacturing materials under the Guam Uniform Commercial Code, and the Contract price of the fuel supply not terminated.

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

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

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

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

(iv) The reasonable settlement costs of the **CONTRACTOR** including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract for the termination and settlement of Contracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the **CONTRACTOR** under this subparagraph shall not exceed the total Contract price plus the reasonable settlement costs of the **CONTRACTOR** reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under the Uniform Commercial Code.

SECTION 34. REMEDIES CUMMULATIVE

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

SECTION 35. COVENANT AGAINST CONTIGENT FEES

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

SECTION 36. NOTICE

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

GPA: General Manager
Guam Power Authority
Post Office Box 2977
Hagatna, Guam 96932-2977
TELEFAX: (671) 648-9225

CONTRACTOR: _____
_____
_____

_____

_____

SECTION 37. INTEREST OF OTHER PARTIES

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

SECTION 38. ASSIGNMENT

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

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

CONTRACTOR and GPA shall not transfer or assign its rights and obligations under this contract, in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, the CONTRACTOR may transfer or assign its rights and obligations under this contract, in whole or in part, to a US based affiliate (as defined hereinafter), with ninety (90) days prior notice to and at the consent of GPA. For the purpose of this contract, “US based affiliate” means any company or legal entity based in the United States of America which (a) controls either directly or indirectly a party hereto, or (b) is controlled directly or indirectly by such party, or (c) is directly or indirectly controlled by a company or entity which directly or indirectly controls such

party. "Control" for purposes of the previous sentence means the ability to direct the management and policies of a company or legal entity, whether through ownership of securities, by contract or otherwise.

SECTION 39. TIME

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

SECTION 40. AMENDMENT AND WAIVER

Neither the Contract nor any provision hereof may be changed, waived, altered, amended, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, alteration, amendment, discharge or termination is sought. For purposes of this Contract, the signature of the Chairman or his designee, of the Consolidated Commission on Utilities is required to bind the **AUTHORITY**.

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

SECTION 41. DESCRIPTIVE HEADINGS

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

SECTION 42. RELATIONSHIP OF PARTIES

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

SECTION 43. NUMBER AND GENDER

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

SECTION 44. SUCCESSORS IN INTEREST

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

SECTION 45. PARTIAL INVALIDITY

Should any part of the Contract for any reason be declared to be invalid, such decision shall not affect the validity of any remaining portion thereof, which remaining portion shall remain in force and effect as if the Contract had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of the Contract without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid.

SECTION 46. EQUAL OPPORTUNITY CLAUSE

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

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

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

SECTION 47. PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS TO THE TERRITORY

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

SECTION 48. RESTRICTION AGAINST CONTRACTOR EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES

GCA 5 §5253(b) restricts the CONTRACTOR against employing convicted sex offenders from working at Government of Guam venues. It states:

> (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the CONTRACTOR has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the CONTRACTOR is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24)

hours of such conviction.

SECTION 49. CONTRACT BINDING EFFECT

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

This Contract is binding upon the **CONTRACTOR** only if **CONTRACTOR** has been awarded the Contract in response to the **IFB-GPA- -20**. This Contract is subject to the approval of **GPA** and the Public Utilities Commission and it shall not be binding on part of **GPA** until such approval is made as evidenced by the signatories below.

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

_____ _____

John M. Benavente, P.E. **DATE**
General Manager

For **(CONTRACTOR)**:

(Company Name and Seal)

_____ _____

CONTRACTOR, Duly Authorized **DATE**
REPRESENTATIVE OF COMPANY

APPROVED AS TO FORM:

_____ _____

Graham Botha, Legal Counsel **DATE**
GUAM POWER AUTHORITY

SCHEDULE A: PRODUCT QUALITY SPECIFICATION

RESIDUAL FUEL OIL NO.6

Item	Test Parameter	Unit of Measure	Approved Test Method	Acceptable Alternate Test Methods	Minimum Allowed Value	Maximum Allowed Value	Comments
1	**Sulphur Content**	% mass	ASTM D-4294	ASTM D-2622	N/A	LSFO = 1.19 HSFO = 2.00	
2	**Sulphur Mercaptan**	Ppm (g/kg)	ASTM D-3227	UOP 163		100	
3	**Pour Point**	Deg C	ASTM D-97	N/A	N/A	21	
4	**Flash Point**	Deg C	ASTM D-93	N/A	66	N/A	
5	**Kinematic Viscosity**	cSt at 50 ºC	ASTM D-445	ASTM D-2161		175	
6	**Sediment By Extraction**	% mass	ASTM D-473	N/A	N/A	0.05	
7	**Water By Distillation**	% by Volume	ASTM D-95	N/A	N/A	0.50	
8	**Vanadium Content**	Parts Per Million	ASTM D-5708	a)ASTM D-5184 b)ASTM D-5863 c) IP 501 d) IP 433 e) ISO 14597	N/A	90	
9a	**Silicon Content**	Parts Per Million	ASTM D-5184	a) IP 470 b) IP 377 c) ISO 10487 d) IP 501	N/A	Combined Al + Si Not to exceed 70 ppm. Al not to exceed 30 ppm.	Individual results to be reported separately
9b	**Aluminum Content**	Parts Per Million	ASTM D-5184	a) IP 470 b) IP 377 c) ISO 10487 d) IP 501	N/A		
10	**Guaranteed Gross Heating Value (HHV)**	Million BTU Per US Barrel	ASTM D-240	N/A	6.10	N/A	
11	**Micro- Carbon Residue**	% mass	ASTM D-4530	ASTM D-5245 ASTM D-189 (see comments)	N/A	10	
12	**Ash**	% mass	ASTM D-482	N/A	N/A	0.10	
13	**Asphaltenes**	% mass	ASTM D-6560	IP 143	N/A	5	
14	**Sodium**	Ppm	ASTM D-5863/B	ASTM D-5708/B IP288 IP 501	N/A	40	
15	**Total Sediment (Existent)**	% mass	ISO 10307-2	ASTM D-4870 IP 377	N/A	0.10	
16	**Compatibility**	a) Cleanliness ratio b) Compatibility ratio	ASTM D-4740	N/A	N/A	a) 1 b) 1	a) to be reported from load port b) to be determined on arrival Guam unless otherwise notified in the specific instance. See Note.
17	**API Gravity**		ASTM D-287	ASTM D-1298 and conversion	12.1	23.0	
18	**Density @ 15 ºC**	Kg/L	ASTM D-287	ASTM D-1298 ASTM D-4052		0.9855	
19	**Odor**				Report		See Note
20	**Hydrogen Sulfide content (in liquid phase)**	Mg/kg	IP-399	IP-570	N/A	2.0	See Note
21	**Used lubricating Oil (ULO)**				The fuel shall be free of ULO		See note
	Zinc	Mg/kg	IP 501	IP 470		10	
	Phosphorus	Mg/kg	IP 501	IP 500		10	
	Calcium	Mg/kg	IP 501	IP 470		30	

The Authority reserves the right to require the supplier to add and to conduct additional tests as necessary.

Notes on Schedule A:

Item 16: **Compatibility**

CONTRACTOR shall ensure that each shipment of fuel oil is compatible with a representative sample of the previous shipment of the same grade. Testing for compatibility will be conducted at load port according to the test method ASTM D-4740 mutually agreed between both parties and the **CONTRACTOR** will guarantee spot rating of 1.

Item 19: Odour.

The odor shall be typical and characteristic of mild hydrocarbon smell, but must not be unusually strong, repulsive, or obnoxious. The fuel delivered shall be subject to inspection by regulatory agencies such as the United States Environmental Protection Agency (USEPA), or by an independent third party inspector, should issues related to odour arise. In the event that such unusually strong, repulsive, or obnoxious odor is detected and is deemed due to the quality of the product delivered by the Contractor, the product shall be replaced at the Contractor's expenses.

Item 20:

Hydrogen Sulfide in Liquid Phase. Individual samples shall be drawn on the ship compartments. Report shall be based on the mathematical average of the test results.

Hydrogen Sulfide in Vapour. The Contractor or its agent is required to disclose the Hydrogen Sulfide concentration for each cargo compartment on a daily basis upon sailing from the load port. The Contractor shall ensure that the Hydrogen Sulfide concentration in vapour phase on board the vessel does not exceed 80 ppm prior to cargo arrival on Guam. In the event that the Hydrogen Sulfide levels are exceeded on cargo arrival, the vessel will be required to leave the Guam port and de-gas to the required concentration and all costs shall be borne by the Contractor.

Item 21: Used Lubricating Oil.

A fuel shall be considered to be free of ULO if one or more of the elements zinc, phosphorus and calcium are below or at the specified limits.

All three elements shall exceed the same limits before a fuel shall be deemed to contain ULO.

SCHEDULE B: F-1 DOCK PORT AND TERMINAL INFORMATION HANDBOOK

SCHEDULE C: F-1 DOCK FACILITY- VESSEL VETTING PROCEDURE

Historical	LSFO			HSFO			Combined (LSFO + HSFO)		
Purchases	Barrels	Unit Cost	Total Cost	Barrels	Unit Cost	Total Cost	Barrels	Unit Cost	Total Cost
FY2014	753,374	$108.26	$81,561,949.13	1,863,600	$102.70	$191,397,995.50	2,616,975	$104.30	$272,959,944.63
FY2015	635,993	$67.93	$43,199,852.31	1,774,753	$63.12	$112,015,484.45	2,410,746	$64.38	$155,215,336.76
FY2016	441,711	$50.71	$22,397,736.93	1,423,982	$38.23	$54,441,706.15	1,865,693	$41.19	$76,839,443.08
FY2017	561,230	$60.33	$33,857,228.37	1,568,283	$55.61	$87,211,140.43	2,129,513	$56.85	$121,068,368.80
FY2018	385,312	$80.64	$31,071,812.91	1,599,357	$69.56	$111,252,327.20	1,984,669	$71.71	$142,324,140.11
FY2019	531,616	$73.67	$39,166,441.94	1,173,083	$69.29	$81,286,235.11	1,704,699	$70.66	$120,452,677.05
FY2020									

Cargo Summary Report - FY 2020
Residual Fuel Oil No. 6 Cargoes

Cargo No.	Vessel Guam Discharge Date	Supplier	Loading Port														
			Low Sulfur Fuel Oil (LSFO), 1.19% Sulfur Max						High Sulfur Fuel Oil (HSFO), 2.00% Sulfur Max.						Combined (RFO)		
			B/L Date	BBL	MOPS $/BBL	Premium $/BBL	Unit Cost $/BBL	Amount ($)	B/L Date	BBL	MOPS $/BBL	Premium $/BBL	Unit Cost $/BBL	Amount ($)	BBL	Unit Cost (Avg) $/BBL	Amount ($)
RFO-FY19-01 (44 days turn-around)	MT "Elbrus" 01-03 Oct2019	Mobil	09/19/19	100,192.00	$ 67.652	$11.871	$ 79.523	$7,967,618.14	09/21/19	129,948.00	$ 67.892	$6.211	$ 74.102	$9,629,462.46	**230,140.00**	**$76.463**	**$17,597,080.60**
RFO-FY19-02 (34 days turn-around)	MT "Yankul Silver" 06-08Nov2019	Mobil	10/28/19	133,208.00	$ 45.156	$11.871	$ 57.027	$7,596,489.28	10/27/19	86,432.00	$ 45.428	$6.211	$ 51.639	$4,463,232.52	**219,640.00**	**$54.907**	**$12,059,721.80**
RFO-FY19-03 (46 days turn-around)	MT "Tuchkov Bridge" 22-24Dec2019	Mobil	12/09/19	31,486.00	$ 37.754	$13.915	$ 51.669	$1,626,841.46	12/10/19	199,182.00	$ 40.561	$7.311	$ 47.872	$9,535,249.55	**230,668.00**	**$48.390**	**$11,162,091.01**
RFO-FY19-04 (44 days turn-around)	MT "NS Spirit" 03-05Feb2020	Mobil	01/25/20	0.00	$ 48.158	$13.915	$ 62.073	$0.00	01/25/20	233,301.00	$ 48.158	$7.311	$ 55.469	$12,940,970.51	**233,301.00**	**$55.469**	**$12,940,970.51**
Total Cargoes =	**4**																
Y-T-D Totals :			**3**	**264,886.00**				**$17,190,948.88**	**4**	**648,863.00**				**$36,568,915.04**	**913,749.00**		**$53,759,863.92**
Average :			**Cargoes**	**88,295.33**			**$64.899**	**$5,730,316.29**	**Cargoes**	**162,215.75**			**$56.358**	**$9,142,228.76**	**228,437.25**	**$58.834**	**$ 13,439,965.98**

MS IFB-GPA-009-18: RFO Supply Contract

STEP 2- BID PRICE ANALYSIS

Basis:

	API	$/BBL	(Reference: Petroleum Table 13)
	12.1	6.396	
	$/BBL	$/BBL	$/BBL
LSFO	600,000	6.396	93.809
HSFO	1,400,000	6.396	216.997
Total RFO	2,000,000		312.806

2 year Base Contract	CURRENT	BASE CONTRACT- 1st of 2 YEARS					BASE CONTRACT- 2nd of 2 YEARS					TOTAL- 2-YEAR BASE CONTRACT PERIOD				
	Hyundai Corp.	Bidder #1 Hyundai Corp.	Bidder #2 Mobil Oil Guam	Bidder #3 Hanwa	Bidder #4 FreePoint	Bidder #5 Vitol, Inc.	Bidder #1 Hyundai Corp.	Bidder #2 Mobil Oil Guam	Bidder #3 Hanwa	Bidder #4 FreePoint	Bidder #5 Vitol, Inc.	Bidder #1 Hyundai Corp.	Bidder #2 Mobil Oil Guam	Bidder #3 Hanwa	Bidder #4 FreePoint	Bidder #5 Vitol, Inc.
1. LSFO, 1.35% Sulfur max.																
Quantity (mt/yr)	93,809	93,809	93,809	93,809	93,809	93,809	93,809	93,809	93,809	93,809	93,809	187,617	187,617	187,617	187,617	187,617
Bid Price ($/mt)	$412.306	$412.180	$187.180	$379.960	$411.809	$412.180	$412.180	$412.180	$412.180	$411.809	$412.180	$412.180	$412.180	$412.180	$411.809	$412.180
ESTIMATED CONTRACT COST / YR	$77,110,604.16	$77,523,375.98	$46,367,709.83	$107,464,228.89	$38,647,279.55	$44,923,076.92	$77,523,375.98	$77,587,242.10	$46,630,641.65	$38,647,279.55	$46,923,076.92	$155,046,751.97	$154,954,971.86	$154,097,870.54	$77,294,559.10	$91,846,153.85
Bid Reference Price ($/mt) (Bid Reference Price)	$762.31	$312.180	$312.180	$312.180	$312.180	$312.180	$312.180	$312.180	$312.180	$312.180	$312.180	$312.180	$312.180	$312.180	$312.180	$312.180
Premium Fee Cost ($/mt) (Bid Price less reference Price)	$79.690	$301.000	$75.500	$87.210	$99.800	$166.700	$301.000	$88.500	$184.860	$99.800	$166.700	$301.000	$82.000	$136.035	$99.800	$166.700
Variance with Current Premium Fees		($221.310)	$4.190	($7.520)	($20.110)	($87.010)	($221.310)	($8.810)	($105.170)	($20.110)	($87.010)	$221.310	$146.310	$114.310	$17.800	$79.010
Premium Fee Cost ($/bbl) Variance with Current Premium Fees	$12.550	$47.402	$11.890	$13.734	$15.717	$26.252	$47.402	$13.937	$29.112	$15.717	$26.252	$47.402	$12.913	$21.423	$15.717	$26.252
		($34.852)	$0.662	($1.184)	($3.167)	($13.702)		($1.387)	($16.562)	($3.167)	($13.700)					
% of Reference Price	26%	96%	26%	28%	32%	53%	96%	28%	59%	32%	53%					
Premium Fee Cost ($/yr)	$7,475,610	$28,236,398	$7,082,552	$8,181,051	$9,362,101	$15,627,899	$28,236,398	$8,302,064	$17,341,662	$9,362,101	$15,627,899	$56,472,795	$15,384,615	$25,522,514	$18,724,203	$31,275,797
(Premium fee in $/MT x Quantity in MT/yr)																
Savings (Additional Expense)		($20,760,788)	$392,058	($2,705,441)	($1,886,492)	($8,162,289)	($20,760,788)	($826,414)	($9,961,854)	($1,886,492)	($8,162,289)	($40,997,186)	($7,969,006)	($18,046,904)	($11,248,359)	($23,900,188)
(Current vs. Bidder's Annual Premium Fee)		-74% Expense	4% Savings	-9% Expense	-20% Expense	-34% Expense	-74% Expense	-10% Expense	-36% Expense	-20% Expense	-34% Expense	Expense	Expense	Expense	Expense	Expense
2. HSFO, 2.00% Sulfur max.																
Quantity (mt/yr)	218,887	218,887	218,887	218,887	218,887	218,887	218,887	218,887	218,887	218,887	218,887	437,774	437,774	437,774	437,774	437,774
Bid Price ($/mt)	$726.000	$413.180	$321.480	$390.640	$379.960	$424.880	$413.180	$358.680	$468.540	$379.960	$424.880	$413.180	$340.080	$429.590	$379.960	$424.880
ESTIMATED CONTRACT COST / YR	$171,407,354.52	$90,439,649.78	$70,378,111.32	$85,505,981.31	$83,168,330.14	$93,005,625.28	$90,439,649.78	$78,510,338.90	$102,368,855.22	$83,168,330.14	$93,005,625.28	$180,879,299.56	$150,488,450.27	$187,874,286.64	$166,336,660.28	$186,011,250.56
Reference Price ($/mt) (Bid Reference Price)	$742.310	$312.180	$312.180	$312.180	$312.180	$312.180	$312.180	$312.180	$312.180	$312.180	$312.180	$312.180	$312.180	$312.180	$312.180	$312.180
Premium Fee Cost ($/mt) (Bid Price less reference Price)	$41.690	$101.000	$39.500	$78.460	$67.780	$112.700	$101.000	$46.500	$156.360	$67.780	$112.700	$101.000	$43.000	$112.410	$67.780	$112.700
Variance with Current Premium Fees		($59.310)	$2.190	($36.770)	($26.090)	($71.010)	($59.310)	($13.810)	($169.670)	($26.090)	($71.010)	$59.310	$16.190	($52.770)	($26.090)	($71.010)
Premium Fee Cost ($/bbl)	$6.565	$15.91	$6.22	$12.36	$10.67	$17.75	$15.91	$7.32	$24.65	$10.67	$17.75	$15.91	$6.77	$17.70	$10.67	$17.75
Variance with Current Premium Fees		$9.34	($0.34)	$5.79	$4.11	$11.18	$9.34	$0.76	$16.68	$4.11	$11.18					
% of Reference Price	15%	32%	15%	25%	22%	36%	32%	15%	47%	22%	36%	32%	14%	36%	21%	36%
Premium Fee Cost ($/yr)	$9,125,391	$22,107,567	$8,646,029	$17,173,859	$14,836,148	$24,668,543	$22,107,567	$10,178,236	$32,896,273	$14,836,148	$24,668,543	$30,753,596	$25,819,887	$32,810,006	$29,504,690	$24,668,543
(Premium fee in $/MT x Quantity in MT/yr)																
Savings (Additional Expense)		($12,982,176)	$479,362	($8,048,468)	($5,710,757)	($15,541,152)	($12,982,176)	($1,052,866)	($22,910,682)	($5,710,757)	($15,541,152)	($12,502,814)	($7,569,106)	($13,759,235)	($21,253,909)	($15,541,152)
(Current vs. Bidder's Annual Premium Fee)		-142% Expense	5% Savings	-88% Expense	-63% Expense	-170% Expense	-142% Expense	-12% Expense	-251% Expense	-63% Expense	-170% Expense	Expense	Expense	Expense	Expense	Expense
3. Total RFO																
Quantity (mt/yr)	312,695	312,695	312,695	312,695	312,695	312,695	312,695	312,695	312,695	312,695	312,695	625,391	625,391	625,391	625,391	625,391
ESTIMATED CONTRACT COST ($/YR)	$248,717,958.72	$167,961,225.77	$116,745,841.15	$192,972,170.11	$121,815,509.69	$137,923,702.20	$167,961,225.77	$156,097,581.00	$148,999,496.87	$121,815,509.69	$137,923,702.20	$335,922,451.53	$324,043,422.13	$340,967,164.98	$243,631,059.39	$275,847,404.68
LEVELIZED UNIT COST ($/mt)	$795.40	$473.18	$362.48	$393.27	$389.57	$441.08	$473.18	$371.28	$470.09	$389.57	$441.08	$473.18	$366.88	$431.68	$389.57	$441.08
Premium Fee Cost ($/mt) (Bid Price less reference Price)	$53.090	$161.000	$50.300	$81.085	$77.386	$128.900	$161.000	$59.100	$157.910	$77.386	$128.900	$161.000	$54.700	$119.498	$77.386	$128.900
Premium Fee Cost ($/bbl)	$8.361	$25.356	$7.921	$12.769	$12.187	$20.299	$25.356	$9.307	$24.868	$12.187	$20.299	$25.356	$8.614	$18.819	$12.187	$20.299
Premium Fee Cost ($/yr)	$16,601,005	$50,343,965	$15,728,580	$25,354,909	$24,198,249	$40,306,442	$50,343,965	$18,480,300	$49,377,736	$24,198,249	$40,306,442	$100,687,929.96	$34,208,880.55	$74,732,645.40	$48,396,497.81	$80,612,883.85
(Premium fee in $/MT x Quantity in MT/yr)																
Savings (Additional Expense)		($33,742,960)	$872,420	($8,713,909)	($7,107,268)	($23,705,442)	($33,742,960)	($1,875,300)	($32,776,735)	($7,107,268)	($23,705,442)	($67,485,928.73)	($1,002,879.35)	($41,130,644.11)	($31,194,696.53)	($47,410,881.20)
(Current vs. Bidder's Annual Premium Fee)		-203% Expense	5% Savings	-53% Expense	-43% Expense	-143% Expense	-203% Expense	-11% Expense	-197% Expense	-43% Expense	-143% Expense	Expense	Expense	Expense	Expense	Expense
Ranking (1 as the Lowest Bidder)		5	1	4	2	3										

1st of 3-Yr Extem Period					
Bidder #1 Hyundai Corp.	Bidder #2 Mobil Oil Guam	Bidder #3 Hanwa	Bidder #4 FreePoint	Bidder #5 Vitol, Inc.	
93,809	93,809	93,809	93,809	93,809	
$412.180	$412.180	$412.180	$411.809	$412.180	
$57,523,375.98	$38,290,806.75	$47,671,669.79	$38,486,210.13	$43,984,990.62	
$312.180	$312.180	$312.180	$312.180	$312.180	
$301.000	$96.000	$196.000	$97.550	$166.700	
$221.310	$146.310	$114.310	$17.860	$79.010	
$47.402	$15.118	$30.866	$15.362	$24.677	
96%	31%	63%	31%	50%	
$28,236,398	$9,005,629	$18,386,492	$9,104,128	$14,699,812	
($20,760,788)	($1,530,019)	($10,910,882)	($1,628,518)	($7,224,203)	

2nd of 3-Yr Extem Period					
Bidder #1 Hyundai Corp.	Bidder #2 Mobil Oil Guam	Bidder #3 Hanwa	Bidder #4 FreePoint	Bidder #5 Vitol, Inc.	
93,809	93,809	93,809	93,809	93,809	
$412.180	$412.180	$412.180	$411.809	$412.180	
$57,523,375.98	$38,290,806.75	$47,671,669.79	$38,389,305.82	$43,984,990.62	
$312.180	$312.180	$312.180	$312.180	$312.180	
$301.000	$96.000	$196.000	$97.050	$166.700	
$221.310	$146.310	$114.310	$17.860	$79.010	
$47.402	$15.118	$30.866	$15.263	$24.677	
96%	31%	63%	31%	50%	
$28,236,398	$9,005,629	$18,386,492	$9,104,128	$14,699,812	
($20,760,788)	($1,530,019)	($10,910,882)	($1,628,518)	($7,224,203)	

3rd of 3-Yr Extem Period					
Bidder #1 Hyundai Corp.	Bidder #2 Mobil Oil Guam	Bidder #3 Hanwa	Bidder #4 FreePoint	Bidder #5 Vitol, Inc.	
93,809	93,809	93,809	93,809	93,809	
$412.180	$412.180	$412.180	$411.809	$412.180	
$57,523,375.98	$38,290,806.75	$47,671,669.79	$38,188,949.34	$43,984,990.62	
$312.180	$312.180	$312.180	$312.180	$312.180	
$301.000	$96.000	$196.000	$96.300	$166.700	
$221.310	$146.310	$114.310	$17.560	$79.010	
$47.402	$15.118	$30.866	$15.165	$24.677	
96%	31%	63%	31%	50%	
$28,236,398	$9,005,629	$18,386,492	$9,033,771	$14,699,812	
($20,760,788)	($1,530,019)	($10,910,882)	($1,558,161)	($7,224,203)	

1st of 3-Yr Extem Period					
Bidder #1 Hyundai Corp.	Bidder #2 Mobil Oil Guam	Bidder #3 Hanwa	Bidder #4 FreePoint	Bidder #5 Vitol, Inc.	
218,887	218,887	218,887	218,887	218,887	
$413.180	$362.180	$468.180	$377.710	$414.880	
$90,439,649.78	$79,276,422.76	$102,478,424.02	$82,675,734.83	$90,811,757.35	
$312.180	$312.180	$312.180	$312.180	$312.180	
$101.000	$50.000	$156.000	$65.530	$102.700	
#REF!	#REF!	#REF!	#REF!	#REF!	
$0.000	$0.000	$0.000	$0.000	$0.000	
32%	16%	50%	21%	33%	
$22,107,567	$10,944,340	$34,146,341	$14,343,652	$22,479,675	
($12,982,176)	($1,818,949)	($25,020,951)	($5,108,818)	($13,354,284)	

2nd of 3-Yr Extem Period					
Bidder #1 Hyundai Corp.	Bidder #2 Mobil Oil Guam	Bidder #3 Hanwa	Bidder #4 FreePoint	Bidder #5 Vitol, Inc.	
218,887	218,887	218,887	218,887	218,887	
$413.180	$362.180	$468.180	$377.210	$414.880	
$90,439,649.78	$79,276,422.76	$102,478,424.02	$82,566,291.43	$90,811,757.35	
$312.180	$312.180	$312.180	$312.180	$312.180	
$101.000	$50.000	$156.000	$65.030	$102.700	
#REF!	#REF!	#REF!	#REF!	#REF!	
$0.000	$0.000	$0.000	$0.000	$0.000	
32%	16%	50%	21%	33%	
$22,107,567	$10,944,340	$34,146,341	$14,070,044	$22,479,675	
($12,982,176)	($1,818,949)	($25,020,951)	($4,944,653)	($13,354,284)	

3rd of 3-Yr Extem Period					
Bidder #1 Hyundai Corp.	Bidder #2 Mobil Oil Guam	Bidder #3 Hanwa	Bidder #4 FreePoint	Bidder #5 Vitol, Inc.	
218,887	218,887	218,887	218,887	218,887	
$413.180	$362.180	$468.180	$376.460	$414.880	
$90,439,649.78	$79,276,422.76	$102,478,424.02	$82,402,126.10	$90,811,757.35	
$312.180	$312.180	$312.180	$312.180	$312.180	
$101.000	$50.000	$156.000	$64.280	$102.700	
#REF!	#REF!	#REF!	#REF!	#REF!	
$0.000	$0.000	$0.000	$0.000	$0.000	
32%	16%	50%	21%	33%	
$22,107,567	$10,944,340	$34,146,341	$14,070,044	$22,479,675	
($12,982,176)	($1,818,949)	($25,020,951)	($4,944,653)	($13,354,284)	

RFO SUPPLY CONTRACT HISTORY

CONTRACT NO.	CONTRACTOR	CONTRACT PERIOD	REMARKS	PREMIUM FEE COST *			
				HSFO		LSFO	
				$/bbl	$/MT	$/bbl	$/MT
GPA-009-18	Mobil Oil Guam, Inc.	Dec 01, 2019-Aug31, 2020	2nd Yr of 2 Years base period	$7.311	$46.500	$13.915	$88.500
GPA-009-18	Mobil Oil Guam, Inc.	Dec 01, 2018-Nov30, 2019	1st Yr of 2 Years base period	$6.211	$39.500	$11.871	$75.500
GPA-068-12	Hyundai Corporation	Sep 01, 2015-Aug31, 2018	3 Years Extension Option	$6.555	$41.690	$12.530	$79.690
GPA-068-12	Hyundai Corporation	Sep 01, 2013-Aug31, 2015	2 Years base period	$6.869	$43.690	$13.159	$83.690
GPA-001-10	Petrobras (Singapore)	DEC 01, 2012 - DEC 31, 2014	6 Months Extension	$14.211	$92.800	$18.040	$117.800
GPA-001-10	Petrobras (Singapore)	3 Yrs (Mar 01, 2010- Feb 28, 2013)	2 Yrs Renewable annually	$4.499	$29.828	$6.501	$42.452
GPA-028-06	BP (Singapore)	Feb 01, 2007- Jan 31, 2010	2 Yrs Extension not exercised	$5.303	$35.000	$8.788	$58.001
GPA-007-03	BP (Singapore)	AUG 01, 2003 - JUL 31, 2006	AUG 01, 2006 - JAN 31, 2007	$2.432	$16.051	$3.946	$26.044
GPA-105-98	BP (Singapore)	AUG 01, 1998 - JUL 31, 2001	AUG 01, 2001 - JUL 31, 2003	$1.970	$13.002	$2.990	$19.734
N/A	Daxin (Singapore)	1996 - 1998		$2.230	$14.718	$3.150	$20.790
N/A	VITOL (Singapore)	1995 - 1996		$2.646	$17.464	$3.570	$23.562
N/A	PEDCO	1991 - 1994		$3.070	$20.262	**	
N/A	PEDCO	1986 - 1991		$3.570	$23.562	**	
N/A	PETROMAR	1986 - 1991		$2.230	$14.718	**	
N/A	GORCO	1981 - 1986		N/A		**	

* Per Contract Premium Fee Schedule (In addition to direct fuel cost based on RFO MOPS average)

** LSFO supplied by the USN/PWC under Customer Service Agreement.

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

Special Board Meeting
CCU Conference Room, Gloria B. Nelson Public Service Building
5:30 p.m., February 11, 2020

MINUTES

1. CALL TO ORDER

The CCU Chairman called the CCU SPECIAL MEETING of February 11, 2020 to order at 5:30 p.m. He said all five (5) Commissioners were present. Others in attendance include:

Commissioners:	
Joseph T. Duenas	CCU Chairman
Francis E. Santos	CCU Vice Chairman
Michael T. Limtiaco	CCU Secretary
Judith P. Guthertz	CCU Treasurer
Simon A. Sanchez	Commissioner
Executive Mgmt.:	
Miguel Bordallo	GM / GWA
John Benavente	GM / GPA
Melinda Mafnas	AGMO / GPA
John Cruz	AGMET / GPA
Tricee Limtiaco	AGMA / GPA
John Kim	CFO / GPA
Taling Taitano	CFO / GWA
Kelly Clark	Legal Counsel / GWA
Graham Botha	Legal Counsel / GPA
Management & Staff:	
Sandi Perez	Personnel Services Administrator
Patti Diego	Communications Mgr [A] / GPA
Vien Wong	IT / GPA
Joyce Sayama	Mgmt. Analyst / GPA Ex.Office
Lou Sablan	Board Secretary / CCU
Guests:	
Vince Leon Guerrero	Outside Legal Counsel

2. COMMUNICATIONS

2.1 Public Comments

There was no public comment.

3. CCU

3.1 OPA Audit on Past Actions Regarding Pay Adjustments

The Chairman said that this meeting has been noticed and is being held to address any potential issues regarding pay adjustments to Guam Power Authority and Guam Waterworks Authority employees that were discussed and decided in executive session. To resolve these issues once and for all, the Commission is going to use procedure to provide a remedy for the defective meetings and finalize the salary adjustments in open session.

He said a line of cases out of the Alaska Supreme Court have interpreted an open government statute nearly identical to Guam's Open Government Law 5 GCA Chapter 8. These instructive cases present a well-reasoned guideline for governmental bodies wishing to rectify earlier decisions that were found to be flawed due to a procedural or other defect. The ultimate goal in the application of the guideposts set out in the case law is to promote public participation and input into the operation of this Commission.

He added, for the meetings we will reconstruct tonight the Commission will provide for a substantial reconsideration of the original decision in a properly noticed and open meeting - that's what we are having tonight. The reconsideration will be full, fair and when possible, a reconstruction of the status quo or conditions surrounding the decision to be remedied.

And, he continued, with respect to the earlier decisions that were determined to be sufficiently flawed to be void, there are 6 meetings that we will hold *de novo*. These meetings reflect decisions affecting only those employees that are currently employed by GPWA.

Further he said, the meetings to be reconstructed or held *de novo* and affecting only those employees who are still employed by GPA and GWA. They are: July 23, 2015, Sept 22, 2015, Dec 10, 2015, April 26, 2016, May 24, 2016, Feb. 21, 2017 and Aug 28, 2018.

He added that under government code there is a limitation of 3 years on actions which can be initiated to recover, Section 338, Subsection D, Civil Procedures of Guam provides that the time for commencement of actions is three years where there is a mistake.

MEETING OF JULY 23, 2015

In the meeting on July 23, 2015, it appears the discussion of salary was in open session. However, the OPA believes the session was executive in nature. To err on the side of caution, the Commission will now address the hiring of John Benavente as General Manager of GPA at the salary of $225,000. This salary is commensurate with stateside combined power and transmission companies in the value and sales range of GPA and in reality, is a little on the low side.

Comm. Sanchez moved to hire John Benavente at $225 per annum for the position of General Manager for the Guam Power Authority, second by Comm. Santos.

In discussion Comm. Sanchez said that Mr. Benavente was replacing Mr. Joaquin Flores who had retired from service at GPA and Mr. Benavente was hired, at that time, to take over as the new General Manager. He clearly had the demonstrated experience and background and previously served the CCU running both GPA and GWA. He was highly qualified having been a previous General Manager and fully knowledgeable of the work that was done under the previous General Manger. He was the best candidate to take over the work and for this reason was hired to replace former General Manager Flores at the salary of $225K

Comm. Duenas added that Mr. Benavente came along at a time where we needed to move forward with negotiations with USEPA concerning Clean Air Act violations at Cabras 1&2 as well as Cabras 3&4 and 8&9.

Comm. Sanchez further added that he helped implement the Integrated Resource Plan [IRP] which required GPA to add solar capacity to be in compliance with the public law passed by former Speaker Ben Pangelinan which set the renewable portfolio standard. He was instrumental and helped to set the renewable generation assets and continues to work on this. We are now we in position to have almost 185 MW of solar power.

Comm. Limtiaco said he was not a commissioner at the time and has nothing to add to help reconstruct this meeting.

Comm. Guthertz said she too was not a member either but would like to hear a little more regarding John Benavente. She said she has experience with Mr. Benavente during her earlier tenure on the CCU. Shortly after the CCU was created, a typhoon hit the island and the entire island lost power. The damage was excessive and John Benavente was very instrumental in restoring power to the island. Mr. Benavente was able to reconstruct the power system under very difficult, limited resource conditions. His responsiveness to the community was excellent and she does not have any questions regarding his professionalism and his management ability. She had the opportunity to witness John Benavente in action and supports this measure

Comm. Duenas said that for those commissioners who were not present at the meeting in question, it is certainly understandable if they abstain from voting but still encourage then to comment

Comm. Limtiaco said the purpose of this meeting is to reconstruct the past meeting but because he was not present at the meetings in question how is he supposed to give feedback or participate. He asked Legal Counsel guidance on this matter. Counsel Clark responded that he would listen to what was said about Mr. Benavente by other Commissioners at that time and make his decision based on that.

Comm. Limtiaco said that being the case, he would need for those who were present to give feedback such as what led to that decision so he can base his own decision. All Commissioners agreed.

Comm. Sanchez further added that the CCU conducted a search at the time and Mr. Benavente was one of the candidates being considered. It was determined that he was the most qualified candidate with vast experience and intimate knowledge of where GPA was at the time.

Comm. Guthertz said she was involved with the hiring of Mr. Benavente at the onset during her tenure with the very first CCU and said she supports this action.

On the motion the Chairman called for the vote via roll call. The vote was unanimous – Comm. Sanchez – yes, Comm. Limtiaco – yes, Comm. Santos – yes, Comm. Guthertz yes and Chairman Duenas voted yes.

MEETING OF SEPTEMBER 22, 2015

Comm. Duenas said that the Board met on Sept. 22, 2015 to hire a new Chief Financial Officer for GPA namely Mr. John Kim, to be hired within the advertised salary range at $135,000. He also negotiated a one-time salary increase of $5000 for additional work, namely if he was able to get certain credit card payment operations up and running within a year of his hiring. Comm. Duenas said the chair is open for a motion.

Comm. Sanchez said he moves to hire Mr. John Kim who was hired to replace former GPA CFO Randy Wiegand after a competitive search, duly & properly advertised at that time, at a base salary of $135,000 and upon completion related to his success relative to the ability to obtain credit card payments from ratepayers at a significant savings to both the authority and to the ratepayer, he would receive an additional $5000 if he completes the project within one year from being hired for a total salary of $140,000, second by Comm. Santos.

Comm. Sanchez said he believes GPA is the first and only government agency that can accept credit cards with just a flat fee rather than a percent of the transaction. This allows savings to both the ratepayers and the authority.

Comm. Duenas said what John Kim was able to negotiate a single transaction fee of $1.60 per transaction versus 3% per transaction – a huge savings to ratepayers.

Comm. Sanchez said this helped to improve GPA's cash flow because the Authority was able to access these payment on a timely basis and at a lower cost.

Comm. Duenas added that John Kim was able to further this to include commercial payments at the single fee transaction fee as well. Before this, commercial accounts were not able to pay their bills using a credit card because the fee was based on a percentage of the total bill which was extremely high. It was mentioned that the single transaction fee was also replicated with all GWA payments as well.

Comm. Limtiaco asked how many ratepayers there were at GPA. GM Benavente said there are 52,000 ratepayers at GPA. Commissioner asked what the average power bill and the GM said based on 1,000 kWh or $250 per month. It was determined that based on this figure this single fee of $1.50 per transaction translates to a 50% savings for ratepayers.

On the motion, the chairman called for the vote via roll call. Comm. Santos – yes; Guthertz – yes, Sanchez – yes, Limtiaco – yes and Chairman Duenas voted yes.

APRIL 26, 2016 MEETING
At the meeting of April 26, 2016, an increase in pay was discussed and voted on for GPA's staff attorney Graham Botha from $108,000 to $130,000 which is in line with comparative positions in the federal and the Guam legal community. The Chairman asked for a motion.

Comm. Sanchez moved to set the pay for GPAs Staff Attorney Graham Botha $130k as of the period April 26, 2016; second by Comm. Santos.

Comm. Santos said the CCU is allowed by the legislature via the Competitive Wage Act to migrate the pay of GPA and GWA employees based on a wage survey that is done nationally and at that time it was determined that Mr. Botha's salary was significantly below the 20th percentile and in order to continue the CCU's policy of attracting and attaining qualified employees his salary was increased from $108,000 to $130,000.

The Chairman called for the vote via roll call – Comm. Limtiaco – yes, Sanchez – yes, Santos – yes, Guthertz – yes and he Comm. Duenas – yes.

MAY 24, 2016 MEETING
On May 24, 2016 the Board discussed setting the salary of the Board Secretary by $2,000. There was a long discussion of comparable positions in the unclassified sector of the government and the fact that she had received no increment raises for two years. The Chairman called for a motion.

Comm. Sanchez motioned to set pay as of May 24, 2016 for Bernadette Lou Sablan, the single board secretary of the Consolidated Commission on Utilities to $72, 012, second by Comm. Santos.

Comm. Sanchez said when he and Comm. Guthertz first started on the CCU there were 2 separate board secretaries, Ms. Sablan was one of them and there was a second employee with combined salaries of over 100k

per year. When Bernadette Lou Sablan showed her strong abilities not just for GPA and was also able to pick up the load for GWA her skillset allowed CCU to combine both under one secretary saving $30k per year. The other employee applied for another position at GWA and was kept doing the other job.

Comm. Duenas added that Ms. Sablan was the one who worked with the CCU to get Board Books online saving on the cost on paper.

Comm. Sanchez said that she has been on board since the first CCU. She took over both utilities and the CCU and performed the job exceptionally doing two levels of work at the lower cost of having 2 board secretaries.

Comm. Limtiaco asked about the pay scale that was considered for the last position. He heard the justification that the board secretary was doing 2 secretarial positions but what was the consideration on the pay scale?

Comm. Sanchez responded that it was over the $100k to pay for two secretaries - $55-60k for GPA and $55-60k for GWA. The collective decision at the time and given her strong abilities it made sense to combine it under one person – Ms. Sablan and pay her to do 2 different jobs at a lower cost than hiring 2 different people.

It was mentioned that Ms. Sablan had taken over both secretarial positions toward the end of the 1st CCU and long before May 2016. This adjustment was to also recognize her abilities through the years.

On the motion, the Chairman called for the vote via roll call. The vote was Comm. Limtiaco – yes. Sanchez – yes, Santos – yes, Guthertz – yes and Chairman Duenas voted yes.

FEBRUARY 21, 2017 MEETING
On February 21, 2017, the executive session was about hiring a new AGMA for GPA, Ms. Tricee Limtiaco. The salary suggested of $128,222 and was within the advertised range at the time. The Chairman asked for a motion.

Comm. Sanchez motioned to hire Ms. Beatrice Limtiaco, Asst. General Manager of Administration as of February 22, 2017 at $128,222 per year, second by Comm. Santos.

Comm. Limtiaco said he would like to disclose a conflict of interest - he is married to Ms. Beatrice Limtiaco and would like the Commissions consideration to abstain from any discussion and to be recused from voting. Chairman Duenas said that is perfectly proper.

Comm. Guthertz said she distinctly recalled during review and selection process for this position, the strong recommendation from the General Manager that she was an extremely strong candidate with organizational and leadership skills and the ability to understand numbers and the importance of data analysis. She was and is strongly in support this hiring and supports this motion.

Comm. Sanchez said this position was advertised and there was a significant number of applicants. Ms. Limtiaco was determined the most qualified. She has an understanding of operations, legal and administrative procedures and this combination together with public and private experience gives her 2 skillsets. She has both which makes her the most qualified applicant.

The Chairman called for the vote via roll call – Comm. Sanchez – yes, Comm. Santos – yes, Comm. Guthertz – yes and Chairman Duenas vote yes and recognizes the recusal of Mr. Limtiaco. The vote was 4yes /1 abstention

The Chairman said also on February 21, 2017 the Commission voted to hire Mr. John Cruz as Asst. General Manager of Engineering and Technology Services at a salary of $145,000.

Comm. Sanchez motioned to hire John Cruz for the Asst. General Manager of Engineering and Technology at salary of $145, second by Comm. Santos.

Comm. Sanchez said John Cruz was instrumental in setting the renewable portfolio standards with strong back ground in planning. He was very instrumental in setting the plan for public private partnership that emerged to our solar partnership such as the Dan Dan Project. In addition, setting parameters for the bid and all the bids that were subsequently awarded - over $140MW to include the batteries that are soon to be coming online. He has a very strong background in engineering and planning. He is clearly identified as a key player to move forward with the Integrated Resource Plan [IRP] and all the diversity of generation and grid management which has come to fruit and bear with GPA as we migrate from just being a power company that generates energy through oil/fire generation to a power company that generates power through a number of different ways. John Cruz helps to manage relationship with private citizens - 2600 making their own solar energy, managing net metering and how to think about it. He was very instrumental in setting those policies

Comm. Duenas said John Cruz was instrumental in obtaining a matching grant for Smart Grid $132M - $16M from GPA and $16M from the ARRA grant

Comm. Limtiaco asked during the time of this hiring was the pay scale considered and was it within range or outside the range what was the justification of setting his pay

Comm Duenas said during that time the pay was within the range that was set. The range was set because of all the factors that were enumerated.

Comm. Guthertz acknowledged this selection - his exceptional analytical ability his skill with data and numbers, projecting future activity based on analytical data and technical expertise.

On the motion the vote was by roll call – Comm. Limtiaco – yes, Sanchez – yes, Santos – yes, Guthertz – yes and Chairman Duenas voted yes.

Also on Feb.21, 2017 the Board discussed setting the salary of the Asst. General Manager of Operations Melinda Mafnas at $140,000.

Comm. Sanchez motioned that the Asst. General Manager of Operations Ms. Melinda Mafnas be paid $140,000, second by Comm. Santos.

Comm. Sanchez said the biggest achievement attributed to Ms. Mafnas was the handling of the explosion at Cabras. She inherited a bad situation at the Cabras plants. Ms. Mafnas was instrumental to keep network of generation online with minimal interruption. She had to manage the whole interface and it was probably the most difficult / critical time. She managed the process to work with large power users and she was key in keeping the lights on.

Comm. Duenas said he echoes the comments made by Comm. Sanchez. Critical to our operation it's easy to do good when things are going great and the signs of a good organizer is more evident when things go wrong.

Comm. Guthertz said Ms. Mafnas was instrumental in assisting our sister island to get power back after the storm by organizing and deploying GPA's resources to assist.

Comm. Limtiaco again asked if the pay scale was brought into consideration at that meeting and was it within range, below or above?

Comm. Simon confirmed that the pay scale was in the range of the 20th percentile

The Chairman called for the vote via roll call – Limtiaco – yes, Sanchez – yes, Santos – yes, Guthertz – yes and Chairman Duenas – yes. The yes vote was unanimous.

AUGUST 28, 2018 MEETING
The Chairman said on August 28, 2018, the board met and discussed the salary of GWA's Asst. General Manager of Compliance / Safety. He asked for a motion.

Comm. Sanchez motioned to approve the salary increase for the GWA Asst. GM of Compliance and Safety, Mr. Paul Kem at $126,000, second Comm. Francis Santos.

Comm. Sanchez said that Mr. Paul Kemp came on board shortly after the CCU was formed. He was essential to the performance of GWA. He has a strong chemical background and interface with compliance and with the consent decree. GWA was never placed in receivership and way on our way to complete the first Consent Decree and continues to work with the USEPA amicably.

Comm. Duenas noted for the record the salary set was within the CTP pay scale.

On the motion, Chairman Duenas called for the vote via roll – Comm. Limtiaco – yes, Sanchez – yes. Santos – yes, Guthertz – yes and Chairman Duenas voted yes. The yes vote was unanimous.

Also on Aug 29. 2018, the Commission set the pay for GWA Asst. CFO Gilda Mafnas for the Asst. CFO

Comm. Sanchez motioned to set the pay for GWA's Asst. Chief Financial Officer, Gilda Mafnas at $113,484.80 second by Comm. Santos.

Comm. Sanchez said as the Asst. CFO, Ms. Mafnas demonstrated early on the ability to assist the CFO's to complete goals and objectives for GWA Finance. At one point we only had one CFO for both power and water and she managed to assist and maintain as the ghost CFO for GWA. Ms. Mafnas as a strong private sector background and her pay scale was within those set by the Competitive Wage Act. Ms. Mafnas is right hand to the CFO's and was very instrumental in the development of all of GWA's rate cases

Comm. Duenas added that Ms. Mafnas also had to do some prior rate increases too so her experience is vast. Comm. Sanchez said his level of involvement dropped off significantly when Ms. Mafnas took over.

Comm. Limtiaco said based on OPA audit the range is 99K to 103K so what was the justification to move her to $113k?

Comm. Sanchez responded that the main justification was her work on the design of the rate plan to borrow the bond money. It was a critical period for GWA. We had to be able to demonstrated to USEPA, the financial market and the CCU and ratepayers that we could design a rate plan that would not overburden the ratepayers yet provides the cash flow necessary to borrow significant amounts. She worked well with supporting CFO's to explain to the GM's the rationale behind the rate plans. GWA had little history of going to the bond market so she was very instrumental. She relieved me and the board of having to work on presentations, spread sheets, data analysis and other financial processes and documentation to support our request.

Comm. Duenas said that prior to CCU, didn't have any debt. There was general obligation debt that the agency incurred. There was CFO Randy Wiegand and now Greg Cruz and the common thread was Ms. Mafnas.

The Chairman called for a vote by roll all – Comm. Limtiaco – yes, Sanchez – yes, Santos – yes, Guthertz – yes and Chairman Duenas voted yes. The vote was unanimous.

Chairman Duenas said that also on August 29, 2018 the Commission set the pay for GWA Controller Sandra Santos at $93,932.80.

Comm. Santos moved that the Commission set pay for Sandra Santos, GWA Controller at $93,932.80, second by Comm. Santos.

Comm. Sanchez said Ms. Santos played a similar role in supporting and assisting the Asst. CFO Mafnas and the CFO/s. The controller is responsible for the day to day check book, management of cash flows in and out, auditing of the utilities. It is a very critical position and she performed this job very well for many years that it is easy to support this request.

Comm. Guthertz said the performance of Ms. Santos is consistent with her work as a former student and supports this recommendation.

The Chairman asked if there were other comments; there being none, he asked for the vote by roll call. Comm. Sanchez – yes, Santos – yes, Guthertz – yes, Limtiaco – yes and Chairman Duenas voted yes. The vote was unanimous.

4. ANNOUNCEMENTS

4.1 Next CCU Meetings:

The Chairman said that the next CCU meeting would be a work session for GWA on Feb. 18, a work session for GPA on Feb. 20 and the regular CCU meeting on Friday, Feb. 21 rather than Tues., Feb. 25.

5 ADJOURNMENT

There was no further business to bring before the Commission.

Comm. Sanchez motioned to adjourn the meeting, second by Comm. Santos. There was no objection and the meeting adjourned at 6:19 p.m.

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Attested

JOSEPH T. DUENAS, Chairman

MICHAEL T. LIMTIACO Secretary

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

GWA RESOLUTION NO. 13-FY2020

RELATIVE TO AUTHORIZING THE MODERNIZATIONS OF THE GUAM WATERWORKS AUTHORITY ENTERPRISE RESOURCE PLANNING SYSTEM

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 first implemented JD Edwards (JDE) Enterprise Resource Planning system (ERP) in 1998 and continues to use the JDE World ERP which will no longer be supported or enhanced by the vendor in April 2022; and

WHEREAS, over the years, GWA employees have developed manual workarounds using stand-alone software applications to perform tasks because of JDE World's limitations and its complicated and inefficient legacy green screen "command line interface;" and

WHEREAS, GWA requires a transformational ERP upgrade to automate and integrate business systems and processes that will improve employee productivity, more efficiently streamline operations and provide timely decision support information in order to achieve the objectives in the 2018 Water Resource Master Plan; and

WHEREAS, Oracle Corporation purchased JDE and agreed to allow GWA to migrate JDE World licenses to its new, modern, browser-based digital platform, JDE EnterpriseOne, with enhanced features and functions including mobility, robotics processing and user defined customization; and

WHEREAS, GWA has evaluated JDE EnterpriseOne and determined it is a state-of-the-art ERP that provides all the tools necessary to transform to paperless digital business processes and integrate with other GWA business systems; and

WHEREAS, independent 3rd party research estimates the typical cost for a mid-size business transformational ERP upgrade is between 3% and 6% of annual revenue. For GWA, this is $3.3 to $7.4 million; and

WHEREAS, GWA is requesting authorization for expenditure to purchase additional licenses, support, infrastructure and professional services from Oracle Corporation and Red Rock Consulting Pty Ltd; and

WHEREAS, Red Rock Consulting Pty Ltd (Red Rock) is the largest independent provider of Oracle consulting and managed services in Australia and New Zealand with more than 4500 customers. Red Rock is an Oracle Platinum Partner offering a full range of services around Oracle's applications, platform services, and engineered systems and has been awarded the JD Edwards Partner of the Year in the Asia-Pacific region for the last 5 years; and

WHEREAS, GWA is anticipating the cost of the implementation of the upgrade and licenses at a total cost of $5.2 million; and

WHEREAS, GWA received a Five Hundred Thousand Dollar ($500,000.00) grant and will apply for an additional grant funding in April 2020 from the Office of Insular Affairs Technical Assistance Program for the JDE EnterpriseOne upgrade; and

WHEREAS, the terms of the grant require GWA contribute not less than a fifty percent (50%) cost share toward the project. The source of matching and non-grant funding is from bond, internal CIP and revenue funds; 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 proposal submitted by Red Rock Consulting Pty Ltd are fair and reasonable.
3. The CCU hereby authorizes the management of GWA to accept the bid from Red Rock Consulting Pty Ltd attached hereto as Exhibit A and which is also incorporated into this Resolution in its entirety.
4. The CCU hereby further authorizes the management of GWA to enter into a contract with Red Rock Consulting Pty Ltd. in the amount of Five Million Two Hundred Eighty-Six Thousand Three Hundred Eighty-Five Dollars ($5,286,385.00).
5. The CCU hereby approves the funding total of Five Million Two Hundred Eighty-Six Thousand Three Hundred Eighty-Five Dollars ($5,286,385.00).
6. The CCU hereby approves the use of funding sources from the Office of Insular Affairs Grants and the following GWA line items:
    - CDFA Number 15.875, Technical Assistance Program
    - CIP MC 15-01
    - Internally Funded CIP
    - Operating Revenue
    - Any other fund source as appropriate that may become available during the duration of the project period.
7. GWA Management is hereby authorized to seek PUC approval of contract as required by Docket 00-04.

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

DULY AND REGULARLY ADOPTED, this 21st day of February, 2020.

Certified by:

JOSEPH T. DUENAS
Chairperson

Attested by:

MICHAEL T. LIMTIACO
Secretary

SECRETARY'S CERTIFICATE

I, Michael T. Limtiaco, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

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

AYES: 5

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

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Exhibit A

DXC Red Projects Upgrade Proposal for GWA[1]

	Year 1	Year 2	Year 3	Grand Total
Fixed (One-time Cost)	**$2,808,210**	**$483,000**	**$0**	**$3,291,210**
License	$473,000	$0	$0	$473,000
Implementation	$1,230,000	$0	$0	$1,230,000
Extensions	$717,200	$460,000	$0	$1,177,200
Business Privilege Tax & Pass Through Expenses	$388,010	$23,000	$0	$411,010
Recurring (Operational Cost)	**$591,325**	**$705,075**	**$698,775**	**$1,995,175**
License	$71,500	$191,500	$191,500	$454,500
Platform	$146,000	$100,000	$100,000	$346,000
Managed Services	$257,667	$292,000	$286,000	$835,667
Support & Maintenance	$88,000	$88,000	$88,000	$264,000
Business Privilege Tax	$28,158	$33,575	$33,275	$95,008
Grand Total	**$3,399,535**	**$1,188,075**	**$698,775**	**$5,286,385**

[1] inclusive of pass through expenses

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

GWA RESOLUTION NO. 16-FY2020

RELATIVE TO APPROVAL OF CHANGE ORDER NO. 2 FOR THE ROUTE 4 RELIEF SEWERLINE REHABILITATION AND REPLACEMENT PROJECT S15-006-EPA

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

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

WHEREAS, GWA has received a grant from USEPA under the State Revolving Fund program to improve the sewer collection system, which included over 4,200 linear feet of gravity sewer line along Route 4 and Route 1, from in front of Vons Chicken on Route 4 in Agana to the Agana Main Pump Station; and

WHEREAS, the gravity sewer line noted above has a section that has been inactive since its original installation due to incomplete construction work, and sections that need repair due to high infiltration and inflow (I/I), and the intent of this project is to rehabilitate, repair or replace these sections; and

WHEREAS, on March 23, 2018, GWA advertised the Invitation to Re-bid (IFB-04-ENG-2018) for the Route 4 Relief Sewer Line Rehabilitation and Replacement soliciting bid proposals from experienced and responsive bidders to repair and/or replace segments of gravity sewer lines and manholes subjected to I&I in the village of Agana; and

WHEREAS, after receiving and reviewing bid proposals for the manhole rehabilitation and sewerline replacement work on the Route 4 Relief Sewerline, it was determined that ProPacific Builder Corporation (PPBC) was the lowest responsive and responsible bidder; and

WHEREAS, the CCU approved via Resolution 40-FY2018 (Exhibit A) funding authorization for PPBC in the amount of Three Million Four Hundred Seven Thousand Eight Hundred Forty-Eight Dollars ($3,407,848.00), plus a ten percent (10%) contingency of Three Hundred Forty Thousand Seven Hundred Eighty-Four Dollars and Eighty Cents ($340,784.80) to bring the authorized funding amount for Schedule A to a maximum of Three Million Seven Hundred Forty-Eight Thousand Six Hundred Thirty-Two Dollars and Eighty Cents ($3,748,632.80); and

WHEREAS, in September 2018 GWA management executed a construction contract (Exhibit B) to rehabilitate and replace portions of the Route 4 Relief Sewerline with ProPacific Builder Corporation; and

WHEREAS, while the Notice to Proceed for PPBC was issued in September 2018, the start of construction was delayed due to complications with obtaining approvals during the permitting process; and

WHEREAS, due to permitting delays, unanticipated time restrictions enforced on construction work hours by DPW, and coordination challenges, GWA negotiated Change Order No. 1 (Exhibit C), for a time extension of 193 days and additional funding to PPBC's contract in the amount of Two Hundred Seventy-Six Thousand Seven Hundred Sixty Dollars and Nineteen Cents ($276,760.19);

WHEREAS, the negotiated Change Order No. 1 (Exhibit C) extends the estimated time to construction completion to July 2020, and PPBC's total contract value to Three Million Six Hundred Eighty-Four Thousand Six Hundred Eight Dollars and Nineteen Cents ($3,684,608.19); and

WHEREAS, during the ongoing construction, the second contractor, Insituform Technologies, LLC (Insituform), responsible for the Cured-In-Place-Pipe (CIPP) lining work that is part of the overall Route 4 sewerline improvements, discovered heavy infiltration in many of the manholes, which would prevent Insituform from completing the pipe lining work; and

WHEREAS, in order to prevent costly delays in lining operations due to the infiltration at the manholes, PPBC needed to accelerate manhole grouting work to resolve the infiltration; and

WHEREAS, GWA has negotiated with PPBC for a fee proposal for Change Order No. 2 to accelerate the work to resolve manhole infiltration and the removal of the concrete plug at SMH-6897 to prevent costly delays for lining operations; and

WHEREAS, the total cost of Change Order No. 2 comes out to the amount of One Hundred Eleven Thousand Eight Hundred Eighty-One Dollars and Thirty-Five Cents ($111,881.35) (Exhibit D), of which Sixty-Four Thousand Twenty-Four Dollars and Sixty-One Cents ($64,024.61) will come from the remaining contingency funds; and

WHEREAS, GWA Management seeks CCU approval of PPBC's proposal for accelerated construction services in the additional funding amount of Forty-Seven Thousand Eight Hundred Fifty-Six Dollars and Seventy-Four Cents ($47,856.74), to bring the total authorized funding amount to Three Million Seven Hundred Ninety-Six Thousand Four Hundred Eighty-Nine Dollars and Fifty-Four Cents ($3,796,489.54); and

WHEREAS, funding for this project will be from the USEPA State Revolving Fund and, if necessary, GWA Bond funds with an estimated project budget of Three Million Seven Hundred Ninety-Six Thousand Four Hundred Eighty-Nine Dollars and Fifty-Four Cents ($3,796,489.54); and

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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 hereby approves the funding increase for accelerated construction services in the additional funding amount of Forty-Seven Thousand Eight Hundred Fifty-Six Dollars and Seventy-Four Cents ($47,856.74) (Exhibit D).
3. The CCU hereby further approves the total funding authorization for the contract with ProPacific Builder Corporation to an amount of Three Million Seven Hundred Ninety-Six Thousand Four Hundred Eighty-Nine Dollars and Fifty-Four Cents ($3,796,489.54).

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

DULY AND REGULARLY ADOPTED, this 21st day of February, 2020.

Certified by:

JOSEPH T. DUENAS
Chairperson

Attested by:

MICHAEL T. LIMTIACO
Secretary

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SECRETARY'S CERTIFICATE

I, Michael T. Limtiaco, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

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

AYES: 5

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0



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Exhibit A

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

RESOLUTION NO. 40–FY2018

RELATIVE TO CONTRACTS APPROVAL FOR THE ROUTE 4 RELIEF SEWER LINE REHABILITATION AND REPLACEMENT PROJECT S15-006-EPA

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

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

WHEREAS, GWA has received a grant from USEPA under the State Revolving Fund program to improve the sewer collection system, which included over 4,200 linear feet of gravity sewer line along Route 4 from the bottom of the hill in Agana to Route 1, and along Route 1 to the Agana Main Pump Station; and

WHEREAS, the gravity sewer line noted above has a section that has been inactive since its original installation due to incomplete construction work, and sections that are in need of repair due to high infiltration and inflow (I/I), and the intent of this project is to rehabilitate, repair or replace these sections along with associated roadway surface improvements; and

WHEREAS, GWA and USEPA agree that efforts to rehabilitate, repair or replace these sewer lines are necessary to provide sufficient capacity, and properly maintain and operate the sewer collection system, and the first step in doing so is through scope of services that includes general civil engineering, geotechnical engineering, and archeological investigation for wastewater collection system evaluation, analysis and design; and

WHEREAS, in July 2015 GWA Management began the procurement process to find a consulting engineering team to design the sewer rehabilitation and replacement, and via Resolution No. 16-FY2016, approved by the CCU in January 2016, GWA Management was authorized to enter into a contract with AECOM to design the sewer rehabilitation and replacement; and

WHEREAS, in February of 2016 GWA Management entered into a contract with AECOM to design the sewer rehabilitation and replacement, and in May of 2017 the final design was completed; and

WHEREAS, on August 25, 2017, GWA advertised the Invitation to Bid (IFB-10-ENG-2017) for the Route 4 Relief Sewer Line Rehabilitation and Replacement soliciting bid proposals from experienced and responsive bidders to repair and/or replace segments of gravity sewer lines and manholes subjected to I&I in the village of Hagatna, but ultimately GWA received no bids at that time; and

WHEREAS, following the initial Invitation to Bid, GWA discussed with contractors the challenges that may have prevented them from bidding, reviewed all the available information, and split the contract into two separate parts, a Schedule A and a Schedule B; and

WHEREAS, on March 23, 2018, GWA advertised another Invitation to Bid (IFB-04-ENG-2018) for the Route 4 Relief Sewer Line Rehabilitation and Replacement soliciting bid proposals from experienced and responsive bidders to repair and/or replace segments of gravity sewer lines and manholes subjected to I&I in the village of Hagatna; and

WHEREAS, this project consists of furnishing all labor, tools, equipment and materials, necessary to install, replace, and repair sewer along Rt.4 and Rt.1, including coordination with GWA Wastewater Operations, GWA Engineering, the Construction Manager, the project Design Engineer, GWA's Program Management Office and the Department of Public Works; and

WHEREAS, IFB packages were obtained by multiple interested parties, from which GWA received bid proposals from three (3) parties (SEE EXHIBIT A – Abstract of Bids) before

the bid proposal deadline, with one (1) party submitting a proposal for only Schedule A, one (1) party submitting a proposal for only Schedule B, and one (1) party submitting a proposal for both Schedule A and B; and

WHEREAS, the project Design Engineer, in conjunction with GWA, analyzed the bid proposals received (SEE EXHIBIT B – Evaluation) on June 8, 2018 and determined that the bid proposal submitted by ProPacific Builder Corporation (PPBC) (SEE EXHIBIT C – ProPacific Bid) for Schedule A, and the bid proposal submitted by Insituform Technologies, LLC (Insituform) (SEE EXHIBIT D – Insituform Bid) for Schedule B, were the lowest responsive and responsible bids and met all the bid requirements set forth by GWA; and

WHEREAS, GWA Management finds both PPBC's bid proposal for Schedule A, and Insituform's bid proposal for Schedule B acceptable; and

WHEREAS, for Schedule A, PPBC's bid proposal in the amount of Three Million Four Hundred Seven Thousand Eight Hundred Forty-Eight Dollars ($3,407,848.00), plus a ten percent (10%) contingency of Three Hundred Forty Thousand Seven Hundred Eighty-Four Dollars and Eighty Cents ($340,784.80) to bring the authorized funding amount for Schedule A to a total of Three Million Seven Hundred Forty-Eight Thousand Six Hundred Thirty-Two Dollars and Eighty Cents ($3,748,632.80); and

WHEREAS, for Schedule B, Insituform's bid proposal in the amount of Three Million Nine Hundred Ninety-Eight Thousand Six Hundred Eighty-Eight Dollars ($3,998,688.00), plus a ten percent (10%) contingency of Three Hundred Ninety-Nine Thousand Eight Hundred Sixty-Eight Dollars and Eighty Cents ($399,868.80) to bring the authorized funding amount for Schedule B to a total of Four Million Three Hundred Ninety-Eight Thousand Five Hundred Fifty-Six Dollars and Eighty Cents ($4,398,556.80); and

WHEREAS, GWA Management seeks CCU approval of PPBC's bid proposal plus the 10% contingency for Schedule A of Three Million Seven Hundred Forty-Eight Thousand Six Hundred Thirty-Two Dollars and Eighty Cents ($3,748,632.80), and Insituform's bid proposal plus contingency for Schedule B of Four Million Three Hundred Ninety-Eight Thousand Five

Hundred Fifty-Six Dollars and Eighty Cents ($4,398,556.80), to bring the total authorized funding amount to Eight Million One Hundred Forty-Seven Thousand One Hundred Eighty-Nine Dollars and Sixty Cents ($8,147,189.60); and

WHEREAS, funding for this project will be from the USEPA State Revolving Fund and, if necessary, GWA Bond funds and System Development Charge funds applicable to the project intent; 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 and conditions set by GWA relative to commencement of work activities are fair and reasonable and serve as a measure of Quality Assurance/Quality Control (QA/QC).
3. The CCU hereby authorizes the management of GWA to accept the bid proposals from "ProPacific Builder Corporation" and "Insituform Technologies, LLC." (EXHIBITS C and D)
4. The CCU hereby further authorizes the management of GWA to enter into a contract with "ProPacific Builder Corporation" in the amount of Three Million Four Hundred Seven Thousand Eight Hundred Forty-Eight Dollars ($3,407,848.00).
5. The CCU hereby further authorizes the management of GWA to enter into a contract with "Insituform Technologies, LLC" in the amount of Three Million Nine Hundred Ninety-Eight Thousand Six Hundred Eighty-Eight Dollars ($3,998,688.00).
6. The CCU hereby further approves the funding total for Schedule A of Three Million Four Hundred Seven Thousand Eight Hundred Forty-Eight Dollars ($3,407,848.00), plus a ten percent (10%) contingency of Three Hundred Forty Thousand Seven Hundred Eighty-Four Dollars and Eighty Cents ($340,784.80), and for Schedule B of Three Million Nine Hundred Ninety-Eight Thousand Six Hundred Eighty-Eight Dollars ($3,998,688.00), plus a ten percent (10%) contingency of Three Hundred Ninety-Nine Thousand Eight Hundred Sixty-Eight

Dollars and Eighty Cents ($399,868.80), for a total authorized funding amount of Eight Million One Hundred Forty-Seven Thousand One Hundred Eighty-Nine Dollars and Sixty Cents ($8,147,189.60).

7. The CCU hereby further approves the funding for this project will be from the USEPA State Revolving Fund and, if necessary, GWA Bond funds and System Development Charge Funds applicable to the project.
8. In the event funds other than SRF are used and they exceed One Million Dollars ($1,000,000.00), GWA is authorized to petition the PUC for approval.

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

DULY AND REGULARLY ADOPTED, this 24th day of July 2018.

Certified by:

JOSEPH T. DUENAS
Chairperson

Attested by:

J. GEORGE BAMBA
Secretary

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

GUAM WATERWORKS AUTHORITY
ABSTRACT OF BIDS

Exhibit A (1 of 1)

ORIGINAL

Project Name: ROUTE 4 RELIEF SEWERLINE REHABILITATION AND REPLACEMENT (RE-BID)

Bid Opening Date: May 29, 2018
Time: 3:00 PM

Project Number: S15-006-EPA IFB NO.: IFB-04-ENG-2018

	Qualified Bidders Name	Section A-5 Bid Bond	CERTIFICATIONS											SCHEDULE A		SCHEDULE B		
			GS	MCA	ERD	HSF	EDC	WBD	MSA	DB	Addendum 1	2	3	4	BASE BID	ADDITIVE BID	BASE BID	ADDITIVE BID NO. 1	ADDITIVE BID NO. 2
1.	PRO PACIFIC BUILDER CORP.	Endurance Assurance Corporation 15% of total bid amount	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	$3,407,xxx.00	$150,000.00	no bid submitted	no bid submitted	no bid submitted
2.	CANTON CONSTRUCTION CORP.	no bid submitted																	
3.	GIANT CONSTRUCTION CORP.	no bid submitted																	
4.	INSITUFORM	Travelers Casualty & Surety Company 15% of bid amount	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	no bid submitted	no bid submitted	$3,998,418.00	$1,246,700.00 $245,448.00	$35,877.50 $35,877.50
5.	GRANITE CONSTRUCTION COMPANY	no bid submitted																	
6.	INFRATECH INT'L. LLC	no bid submitted																	
7.	CHI CONSTRUCTION INC.	no bid submitted																	
8.	HES MICRONESIA	no bid submitted																	
9.	CORE TECH/HDCC GUAM, LLC	Fidelity & Deposit Company of Maryland 15% of bid amount	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	$6,141,444.28	$20,582.47	$7,570,574.71	$791,818.94	$20,583.15
10.	BME & SONS	no bid submitted																	
	GWA Estimate																		

Bids Opened and Read by:
GLORIA O. BENSAN
(Name and Signature)

Tabulated By:
Nicole Quan Mendiola
(Name and Signature)

GWA Procurement Representative:
Victoria Heacock
(Name and Signature)

Witnesses:
BMDCo
EMPSco
PPBC.

CHI
CHL

AECOM
414 W. Soledad Avenue
Suite 708
Hagåtña, GU 96932
www.aecom.com

671 477 8326/7 tel
671 472 8324 fax

Exhibit B (1 of 1)

June 8, 2018

The Guam Waterworks Authority
Thomas F. Cruz, P.E., Chief Engineer
Engineering Division
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913

Subject: Bid Review and Recommendation for the Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-bid) Project, GWA Project No. S15-006-EPA, IFB No. IFB-04-ENG-2018.

Håfa Adai Tom,

The bids for this project were opened on May 29, 2018. Out of 10 bidders who expressed interest in the project, only 3 bid proposals were received and included ProPacific Builder Corporation (ProPacific), Insituform Technologies, LLC (Insituform), and Core Tech/Hawaiian Dredging, LLC (CHL). Pro Pacific submitted a bid for only Schedule A. Insituform submitted a bid for only Schedule B. CHL submitted a bid for both schedules. A summary of the bids prices along with the Engineer's Opinion of Construction Cost Estimate are provided in the table below.

Bid Schedule	Engineer's Estimate	ProPacific	Insituform	CHL
SCHEDULE A - Base Bid	$ 2,701,217.00	$ 3,407,848.00	No Bid	$ 6,191,463.33
SCHEDULE A – Additive Bid No. 1	$ 7,000.00	$ 150,000.00	No Bid	$ 20,592.67
SCHEDULE A – Total	$ 2,708,217.00	$ 3,557,848.00	No Bid	$ 6,212,056.00
SCHEDULE B - Base Bid	$ 2,482,494.00	No Bid	$ 3,998,688.00	$ 7,570,573.65
SCHEDULE B – Additive Bid No. 1	$ 62,880.00	No Bid	$ 1,296,700.00	$ 799,818.94
SCHEDULE B – Additive Bid No. 2	$ 7,000.00	No Bid	$ 35,000.00	$ 20,583.15
SCHEDULE B – Total	$ 2,552,374.00	No Bid	$ 5,330,388.00	$ 8,390,975.74

It is understood that the bids are to be evaluated by each schedule separately and contract(s) awarded using the Base Bid. After contract award, GWA may consider adding items in the additive bids into the contract by change orders. If the bid is within the amount of funds available to finance the construction Contract, then the award will be made to the lowest responsive and responsible bidder. In the event all bids exceed the available budget, GWA may reject bids by individual line items until the individual line items fit within the available budget.

AECOM conducted an evaluation of the bids received and provide recommendations for award to the responsible Bidder submitting the lowest responsive Bid. The following is a brief summary of the bid evaluation:

- Overall, the CHL bid prices appeared to be excessive in comparison with the other bidders and the Engineer's Estimate for both bid schedules evaluated separately.
- For Schedule A – Base Bid, ProPacific's bid price was approximately 26% more than the Engineer's Estimate and is the lowest responsive bid. ProPacific's total bid including the bid additive was approximately 31% more than the Engineer's Estimate.
- For Schedule B – Base Bid, Insituform's bid price was approximately 61% more than the Engineer's Estimate and is the lowest responsive bid. Insituform's total bid including the bid additives was approximately double the Engineer's Estimate.

Based on the bid evaluation conducted, it is recommended that ProPacific be awarded a construction contract for Schedule A – Base Bid and Insituform be awarded a separate construction contract for Schedule B – Base Bid. It is also recommended that if needed, GWA can consider rejecting individual line items to fit within the available budget; particularly for all the bid additives.

Respectfully,

Agapito (Pete) Diaz, PE
Project Manager
671-477-8326/7
pete.diaz@aecom.com

Exhibit C (1 of 15)

GUAM WATERWORKS AUTHORITY

BID INVITATION NO.
IFB-04-ENG-2018
GWA Project No.: S15-006-EPA

Route 4 Relief Sewer Line Rehabilitation and Replacement

BID PROPOSAL

Submitted by:

PROPACIFIC BUILDER CORPORATION

(formerly Guam Yooshin Corporation)

750 Route 8 Suite 202 Hanam Plaza,
Barrigada, Guam 96913
T. 671.477.3109 | F. 671.477.7424 | jgyc@guam.net

Exhibit C (2 of 15)

Procurement Checklist

CHECKLIST OF FORMS AND DOCUMENTS REQUIRED TO BE SUBMITTED IN CONJUNCTION WITH BIDS

A.	Form or document that must be submitted with bid	Initial if Submitted:
1.	Bid Bond Equal to 15% of total amount of bid	
2.	Bidder Qualification Form	
3.	Bid Proposal and Bid Schedule	
4.	Non-Collusion Affidavit	
5.	Certification of Bidder Regarding Equal Employment Opportunity	
6.	Certification Regarding Non-Segregated Facilities	
7.	Sex Offender Certification	
8.	Wage and Benefit Determination	
9.	Major Shareholders Disclosure Affidavit	
10.	Special Instructions to Bidders	
11.	Proof of Licensure to Perform Work Called For by the Bid	
12.	Financial Statements	
13.	Proof of Status as Veteran (if applies)	N/A
14.	Forms or Documents Required by Bid or Bid Amendments not referred to above	

I, Jean Yeon Yu, a duly authorized representative of PPBC, do hereby certify, that the forms list above have in fact been submitted with my firm's bid. I acknowledge that, failure to submit any of the above documents will result in my firm being deemed non-responsive and having my firm's bid rejected.

Signed: _____

Date: 05/29/2018

BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Addendum No. 1	April 19, 2018
Addendum No. 2	April 26, 2018
Addendum No. 3	May 15, 2018
Addendum No. 4	May 18, 2018

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

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C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.

E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.

F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID AND AWARD OF CONTRACTS

5.01 This contract is a multi-award contract through which more than one contract may be awarded through this solicitation. The Bid Schedule contains two schedules, Schedule A and Schedule B. Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the prices indicated under this article. The Bidder can elect to provide prices under Schedule A or Schedule B or both schedules. Bids must include all items under Schedule A or Schedule B, or both Schedule A and B. Each of Schedules A and B comprise Base Bid items and Additive Bid items. The Bidder shall provide base bid and additive bid(s) prices under each elected schedule.

Bids shall be evaluated by Schedule. Each of Schedules A and B shall be evaluated separately. The lowest responsive and responsible bidder shall be determined for each of Schedule A and Schedule B. Separate contracts will be awarded under Schedule A and Schedule B. One contract will be awarded to the lowest responsive and responsible bidder for Schedule A and one contract will be awarded to the lowest responsive and responsible bidder for Schedule B. If the same contractor is the lowest responsive and responsible bidder for both Schedules A and B, one contract for all the work under Schedules A and B will be awarded.

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Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				SCHEDULE A – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
1	Mobilization and Demobilization	LS	$293,780.00	1	$ 293,780.00
2	Insurance and Bonds	LS	$132,201.00	1	$ 132,201.00
3	Permits	LS	$44,067.00	1	$ 44,067.00
4	12" PVC pipe, installed by open trench, including PVC pipe, fittings, warning/identification tape, cleaning, connections to manholes, adjustment existing channel and bench, testing, and all incidentals, in place complete.	LF	$1,500.00	22	$ 33,000.00
5	18" PVC pipe, installed by open trench, including PVC pipe, fittings, warning/identification tape, cleaning, connections to existing manholes, adjustment existing channel and bench, testing, and all incidentals, in place complete.	LF	$1,800.00	12	$ 21,600.00
6	30" PVC pipe, installed by open trench, including existing pipe removal, pipe, fittings, warning/identification tape, cleaning, manhole connections, testing, and all incidentals, in place complete.	LF	$2,000.00	461	$ 922,000.00
7	Unclassified Trench Excavation and Backfill, including protection of existing utilities if necessary, excavation, installation of sheet piles, cutting and removal of sheet piles, shoring, groundwater cutoff wall, dewatering and dewatering effluent disposal, muck handling and disposal, backfill, pipe bedding, CLSM, temporary erosion control measures, traffic control work, miscellaneous restoration work, and all incidentals required to complete the work.	CY	$600.00	913	$ 547,800.00
8	Precast Sewer Manhole, SMH-6901A and 493A, including reinforced concrete base, precast concrete riser and cone, flexible pipe seals and connectors, grade adjustment ring(s), frame and cover, epoxy-coating, channelized inverts, testing, CLSM, temporary erosion control measures, traffic control work, incidentals, and all necessary labor, materials and equipment, in place complete.	EA	$30,000.00	2	$ 60,000.00

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Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				SCHEDULE A – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
9	Drop Precast Sewer Manhole, SMH-6908B, including demolition of existing SMH-10312, reinforced concrete base, precast concrete riser and cone, chimney, flexible pipe seals and connectors, grade adjustment ring(s), frame and cover, epoxy-coating, channelized inverts, testing, CLSM, temporary erosion control measures, traffic control work, incidentals, and all necessary labor, materials and equipment, in place complete.	EA	$ 30,000.00	1	$ 30,000.00
10	Rehabilitation of sewer manhole with epoxy coating, including cleaning, surface preparation, cementitious underlayment, concrete channel and bench construction, existing pipe cut & connection, plugging existing pipe, epoxy topcoat, grout injection for leak repair, traffic control work, and all incidentals, in place complete.	EA	$ 22,500.00	14	$ 315,000.00
11	Abandon existing sewer pipes including plugging and filling with CLSM, all incidentals, in place complete.	LF	$ 250.00	280	$ 70,000.00
12	Unplug 21" existing pipe, plug 15" existing SL-9650 and channel & bench reconstruction at SMH-6897	LS	$ 30,000.00	1	$ 30,000.00
13	Sewer Flow Control, including diversion and bypass pumping plan, temporary bypass piping and pumps, pipe plugs, bypassing at sewer laterals (including locating and exposing cleanouts), temporary trenches (including pavement demolition, excavation, backfill, trench covers, temporary and permanent asphalt concrete (AC) pavement, muck handling and disposal), electrical and standby power/pumps, monitoring, spill containment/mitigation, traffic control work, temporary erosion control measures, all related restoration work, in place complete.	LS	$ 300,000.00	1	$ 300,000.00
14	Removal of existing pavement including all necessary labor, materials and equipment, in place complete	SY	$ 50.00	2,867	$ 143,350.00

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Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

					SCHEDULE A – Base Bid
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
15	AC Pavement Resurfacing, including asphalt concrete base, cold planing, pavement transitions, prime coat, tack coat, traffic striping, miscellaneous restoration, and all necessary labor, materials and equipment, in place complete	SY	$ 150.00	2,867	$ 430,050.00
16	Pavement marking including all necessary labor, materials and equipment, in place complete	LS	$25,000.00	1	$ 25,000.00
17	As-Built drawings	LS	$10,000.00	1	$ 10,000.00
				SCHEDULE A – Base Bid (TOTAL Items 1 through 17, inclusive)	$ 3,407,848.00

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Additive Bid No. 1

Description of Work: Archaeological monitoring.

					SCHEDULE A – Additive Bid No. 1
1	Archaeological and cultural resource services to add new laydown staging areas outside of the suggested areas or outside of the area of potential effect as defined the Archaeological Monitoring and Data Recovery Plan for the project and resubmit to the Department of Parks and Recreation, Guam Historic Resources Division/State Historic Preservation Office for approval and acceptance.	LS	$ 150,000.00	1	$ 150,000.00
				SCHEDULE A - Additive Bid No. 1 (TOTAL Items 1, inclusive)	$ 150,000.00

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Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B –Base Bid

Description of Work: CIPP lining 21", 24", 30" and 36" existing sewer pipes, providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				Schedule B – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
1	Mobilization and Demobilization	LS	$_____	1	$_____
2	Insurance and Bonds	LS	$_____	1	$_____
3	Permits	LS	$_____	1	$_____
4	Installation of cured in place pipe (CIPP) lining in existing 21" sewer line, including all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, cleaning, wet out, preparation, leak repair, transition sections, removal and restoration of sewer manhole cone (if required for access), restoration of pavement and landscaping, removal of protruding laterals, liner termination at manholes, reworking manhole inverts and benches, testing of installed liner, Closed Circuit Television (CCTV) inspection for pre- and post- rehabilitation, traffic control work, and for all other related work.	LF	$_____	674	$_____
5	Installation of cured in place pipe (CIPP) lining in existing 24" sewer line, including all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, cleaning, wet out, preparation, leak repair, transition sections, removal and restoration of sewer manhole cone (if required for access), restoration of pavement and landscaping, removal of protruding laterals, liner termination at manholes, reworking manhole inverts and benches, testing of installed liner, Closed Circuit Television (CCTV) inspection for pre- and post- rehabilitation, traffic control work, and for all other related work.	LF	$_____	723	$_____

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Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B –Base Bid

Description of Work: CIPP lining 21", 24", 30" and 36" existing sewer pipes, providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				Schedule B – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
6	Installation of cured in place pipe (CIPP) lining in existing 30" sewer line, including all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, cleaning, wet out, preparation, leak repair, transition sections, removal and restoration of sewer manhole cone (if required for access), restoration of pavement and landscaping, removal of protruding laterals, liner termination at manholes, reworking manhole inverts and benches, testing of installed liner, Closed Circuit Television (CCTV) inspection for pre- and post- rehabilitation, traffic control work, and for all other related work.	LF	$_____	1,590	$_____
7	Installation of cured in place pipe (CIPP) lining in existing 36" sewer line, including all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, cleaning, wet out, preparation, leak repair, transition sections, removal and restoration of sewer manhole cone (if required for access), restoration of pavement and landscaping, removal of protruding laterals, liner termination at manholes, reworking manhole inverts and benches, testing of installed liner, Closed Circuit Television (CCTV) inspection for pre- and post- rehabilitation, traffic control work, and for all other related work.	LF	$_____	798	$_____
8	Sewer Flow Control, including diversion and bypass pumping plan, temporary bypass piping and pumps, pipe plugs, bypassing at sewer laterals (including locating and exposing cleanouts), temporary trenches (including pavement demolition, excavation, backfill, trench covers, temporary and permanent AC pavement, muck handling and disposal), electrical and standby power/pumps, monitoring, spill containment/mitigation, traffic control work, temporary erosion control measures, all related restoration work, in place complete.	LS	$_____	1	$_____

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Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B –Base Bid

Description of Work: CIPP lining 21", 24", 30" and 36" existing sewer pipes, providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				Schedule B – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
	Schedule B – BASE BID (TOTAL Items 1 through 8, inclusive)				$_____

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B – Additive Bid No. 1

Description of Work: CIPP part-liner or chemical grouting to control infiltration/inflow prior to CIPP lining.

				Schedule B – Additive Bid No. 1	
1	CIPP part-liner or grouting to control infiltration on the existing 21" sewer line, where approved by the Owner, including full compensation for all labor, materials, supplies, equipment, tools, and all incidentals for completed work.	LF	$_____	70	$_____
2	CIPP part-liner or grouting to control infiltration on the existing 24" sewer line, where approved by the Owner, including full compensation for all labor, materials, supplies, equipment, tools, and all incidentals for completed work.	LF	$_____	80	$_____
3	CIPP part-liner or grouting to control infiltration on the existing 30" sewer line, where approved by the Owner, including full compensation for all labor, materials, supplies, equipment, tools, and all incidentals for completed work.	LF	$_____	160	$_____
4	CIPP part-liner or grouting to control infiltration on the existing 36" sewer line, where approved by the Owner, including full compensation for all labor, materials, supplies, equipment, tools, and all incidentals for completed work.	LF	$_____	160	$_____
	SCHEDULE B – Additive Bid No. 1 (TOTAL Items 1 through 4, inclusive)				$_____

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Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B - Additive Bid No. 2
Description of Work: Archaeological monitoring.

				SCHEDULE B – Additive Bid No. 2	
1	Archaeological and cultural resource services to add new laydown staging areas outside of the suggested areas or outside of the area of potential effect as defined the Archaeological Monitoring and Data Recovery Plan for the project and resubmit to the Department of Parks and Recreation, Guam Historic Resources Division/State Historic Preservation Office for approval and acceptance.	LS	$_____	1	$_____
			SCHEDULE B - Additive Bid No. 2 (TOTAL Items 1, inclusive)		$_____

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond.

B. List of Proposed Major Suppliers;

C. Required Bidder Qualification Statement with Supporting Data.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business address: _____

_____

Phone: _____ Facsimile: _____

E-mail address: _____ _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

_____

Phone: _____ Facsimile: _____

E-mail address: _____

A Corporation

Corporation Name: PROPACIFIC BUILDER CORPORATION

State of Incorporation: GUAM

Type (General Business, Professional, Service, other): General Contractor

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): Jean Yeon Yu

Title: President

(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: 750 Route 8 Suite 202 Hanam Plaza, Barrigada, GU 96913

_____

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Phone: 671-477-3109 Facsimile: 671-477-7424
E-mail address: jgyc@guam.net

A Limited Liability Company (LLC)

LLC Name: _____
State in which organized: _____

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____
Title: _____
Business address: _____

_____
Phone: _____ Facsimile: _____
E-mail address: _____

A Joint Venture

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____
Title: _____
Business address: _____

_____
Phone: _____ Facsimile: _____
E-mail address: _____
Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____
Title: _____
Business address: _____

_____
Phone: _____ Facsimile: _____
E-mail address: _____

Phone and Facsimile Number, and Address for receipt of official communications to Joint Venture:

_____

_____

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(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation, and limited liability company that is a party to the joint venture should be in the manner indicated above.)

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Exhibit D (1 of 17)

AEGION
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SEALED BID FOR: ROUTE 4 RELIEF SEWER LINE REHABILITATION AND REPLACEMENT (RE-BID)

BIDDER: INSITUFORM TECHNOLOGIES, LLC
17988 EDISON AVE
CHESTERFIELD, MO 63005

GWA PROJECT NO. S15-006-EPA

CLOSING DATE AND TIME
~~6/25/2018~~ 5/29/2018
3:00 PM

ATTENTION: **GUAM WATERWORKS AUTHORITY**
GLORIA B. NELSON PUBLIC SERVICES BUILDING
688 ROUTE 15
MANGILAO, GUAM 96913

Vol. 1 of 2

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BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	April 19, 2018
2	April 26, 2018
3	May 15, 2018
4	May 18, 2018

*20

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

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C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.

E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.

F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID AND AWARD OF CONTRACTS

5.01 This contract is a multi-award contract through which more than one contract may be awarded through this solicitation. The Bid Schedule contains two schedules, Schedule A and Schedule B. Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the prices indicated under this article. The Bidder can elect to provide prices under Schedule A or Schedule B or both schedules. Bids must include all items under Schedule A or Schedule B, or both Schedule A and B. Each of Schedules A and B comprise Base Bid items and Additive Bid items. The Bidder shall provide base bid and additive bid(s) prices under each elected schedule.

Bids shall be evaluated by Schedule. Each of Schedules A and B shall be evaluated separately. The lowest responsive and responsible bidder shall be determined for each of Schedule A and Schedule B. Separate contracts will be awarded under Schedule A and Schedule B. One contract will be awarded to the lowest responsive and responsible bidder for Schedule A and one contract will be awarded to the lowest responsive and responsible bidder for Schedule B. If the same contractor is the lowest responsive and responsible bidder for both Schedules A and B, one contract for all the work under Schedules A and B will be awarded.

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No bid on Schedule A

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				SCHEDULE A – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
1	Mobilization and Demobilization	LS	$_____	1	$_____
2	Insurance and Bonds	LS	$_____	1	$_____
3	Permits	LS	$_____	1	$_____
4	12" PVC pipe, installed by open trench, including PVC pipe, fittings, warning/identification tape, cleaning, connections to manholes, adjustment existing channel and bench, testing, and all incidentals, in place complete.	LF	$_____	22	$_____
5	18" PVC pipe, installed by open trench, including PVC pipe, fittings, warning/identification tape, cleaning, connections to existing manholes, adjustment existing channel and bench, testing, and all incidentals, in place complete.	LF	$_____	12	$_____
6	30" PVC pipe, installed by open trench, including existing pipe removal, pipe, fittings, warning/identification tape, cleaning, manhole connections, testing, and all incidentals, in place complete.	LF	$_____	461	$_____
7	Unclassified Trench Excavation and Backfill, including protection of existing utilities if necessary, excavation, installation of sheet piles, cutting and removal of sheet piles, shoring, groundwater cutoff wall, dewatering and dewatering effluent disposal, muck handling and disposal, backfill, pipe bedding, CLSM, temporary erosion control measures, traffic control work, miscellaneous restoration work, and all incidentals required to complete the work.	CY	$_____	913	$_____
8	Precast Sewer Manhole, SMH-6901A and 493A, including reinforced concrete base, precast concrete riser and cone, flexible pipe seals and connectors, grade adjustment ring(s), frame and cover, epoxy-coating, channelized inverts, testing, CLSM, temporary erosion control measures, traffic control work, incidentals, and all necessary labor, materials and equipment, in place complete.	EA	$_____	2	$_____

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No bid on Schedule A

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				SCHEDULE A – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
9	Drop Precast Sewer Manhole, SMH-6908B, including demolition of existing SMH-10312, reinforced concrete base, precast concrete riser and cone, chimney, flexible pipe seals and connectors, grade adjustment ring(s), frame and cover, epoxy-coating, channelized inverts, testing, CLSM, temporary erosion control measures, traffic control work, incidentals, and all necessary labor, materials and equipment, in place complete.	EA	$_____	1	$_____
10	Rehabilitation of sewer manhole with epoxy coating, including cleaning, surface preparation, cementitious underlayment, concrete channel and bench construction, existing pipe cut & connection, plugging existing pipe, epoxy topcoat, grout injection for leak repair, traffic control work, and all incidentals, in place complete.	EA	$_____	14	$_____
11	Abandon existing sewer pipes including plugging and filling with CLSM, all incidentals, in place complete.	LF	$_____	280	$_____
12	Unplug 21" existing pipe, plug 15" existing SL-9650 and channel & bench reconstruction at SMH-6897	LS	$_____	1	$_____
13	Sewer Flow Control, including diversion and bypass pumping plan, temporary bypass piping and pumps, pipe plugs, bypassing at sewer laterals (including locating and exposing cleanouts), temporary trenches (including pavement demolition, excavation, backfill, trench covers, temporary and permanent asphalt concrete (AC) pavement, muck handling and disposal), electrical and standby power/pumps, monitoring, spill containment/mitigation, traffic control work, temporary erosion control measures, all related restoration work, in place complete.	LS	$_____	1	$_____
14	Removal of existing pavement including all necessary labor, materials and equipment, in place complete	SY	$_____	2,867	$_____

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No Bid Schedule A

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				SCHEDULE A – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
15	AC Pavement Resurfacing, including asphalt concrete base, cold planing, pavement transitions, prime coat, tack coat, traffic striping, miscellaneous restoration, and all necessary labor, materials and equipment, in place complete	SY	$_____	2,867	$_____
16	Pavement marking including all necessary labor, materials and equipment, in place complete	LS		1	
17	As-Built drawings	LS		1	
	SCHEDULE A – Base Bid (TOTAL Items 1 through 17, inclusive)				$_____

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Additive Bid No. 1

Description of Work: Archaeological monitoring.

				SCHEDULE A – Additive Bid No. 1	
1	Archaeological and cultural resource services to add new laydown staging areas outside of the suggested areas or outside of the area of potential effect as defined the Archaeological Monitoring and Data Recovery Plan for the project and resubmit to the Department of Parks and Recreation, Guam Historic Resources Division/State Historic Preservation Office for approval and acceptance.	LS	$_____	1	$_____
	SCHEDULE A - Additive Bid No. 1 (TOTAL Items 1, inclusive)				$_____

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Exhibit D (9 of 17)

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B –Base Bid

Description of Work: CIPP lining 21", 24", 30" and 36" existing sewer pipes, providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				Schedule B – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
1	Mobilization and Demobilization	LS	$800,000	1	$800,000
2	Insurance and Bonds	LS	$100,000	1	$100,000
3	Permits	LS	$34,300	1	$34,300
4	Installation of cured in place pipe (CIPP) lining in existing 21" sewer line, including all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, cleaning, wet out, preparation, leak repair, transition sections, removal and restoration of sewer manhole cone (if required for access), restoration of pavement and landscaping, removal of protruding laterals, liner termination at manholes, reworking manhole inverts and benches, testing of installed liner, Closed Circuit Television (CCTV) inspection for pre- and post- rehabilitation, traffic control work, and for all other related work.	LF	$310.00	674	$208,940
5	Installation of cured in place pipe (CIPP) lining in existing 24" sewer line, including all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, cleaning, wet out, preparation, leak repair, transition sections, removal and restoration of sewer manhole cone (if required for access), restoration of pavement and landscaping, removal of protruding laterals, liner termination at manholes, reworking manhole inverts and benches, testing of installed liner, Closed Circuit Television (CCTV) inspection for pre- and post- rehabilitation, traffic control work, and for all other related work.	LF	$412.00	723	$297 876

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Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B –Base Bid

Description of Work: CIPP lining 21", 24", 30" and 36" existing sewer pipes, providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				Schedule B – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
6	Installation of cured in place pipe (CIPP) lining in existing 30" sewer line, including all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, cleaning, wet out, preparation, leak repair, transition sections, removal and restoration of sewer manhole cone (if required for access), restoration of pavement and landscaping, removal of protruding laterals, liner termination at manholes, reworking manhole inverts and benches, testing of installed liner, Closed Circuit Television (CCTV) inspection for pre- and post- rehabilitation, traffic control work, and for all other related work.	LF	$667.00	1,590	$1,060,530
7	Installation of cured in place pipe (CIPP) lining in existing 36" sewer line, including all labor, materials, supplies, equipment, tools, and incidentals for the complete installation of the liner, cleaning, wet out, preparation, leak repair, transition sections, removal and restoration of sewer manhole cone (if required for access), restoration of pavement and landscaping, removal of protruding laterals, liner termination at manholes, reworking manhole inverts and benches, testing of installed liner, Closed Circuit Television (CCTV) inspection for pre- and post- rehabilitation, traffic control work, and for all other related work.	LF	$929.00	798	$741,342
8	Sewer Flow Control, including diversion and bypass pumping plan, temporary bypass piping and pumps, pipe plugs, bypassing at sewer laterals (including locating and exposing cleanouts), temporary trenches (including pavement demolition, excavation, backfill, trench covers, temporary and permanent AC pavement, muck handling and disposal), electrical and standby power/pumps, monitoring, spill containment/mitigation, traffic control work, temporary erosion control measures, all related restoration work, in place complete.	LS	$755,700	1	$755,700

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Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B –Base Bid

Description of Work: CIPP lining 21", 24", 30" and 36" existing sewer pipes, providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				Schedule B – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
	Schedule B – BASE BID (TOTAL Items 1 through 8, inclusive)				$3,998,688

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B – Additive Bid No. 1

Description of Work: CIPP part-liner or chemical grouting to control infiltration/inflow prior to CIPP lining.

				Schedule B – Additive Bid No. 1	
1	CIPP part-liner or grouting to control infiltration on the existing 21" sewer line, where approved by the Owner, including full compensation for all labor, materials, supplies, equipment, tools, and all incidentals for completed work.	LF	$2330.00	70	$163,100.00
2	CIPP part-liner or grouting to control infiltration on the existing 24" sewer line, where approved by the Owner, including full compensation for all labor, materials, supplies, equipment, tools, and all incidentals for completed work.	LF	$2330.00	80	$186,400.00
3	CIPP part-liner or grouting to control infiltration on the existing 30" sewer line, where approved by the Owner, including full compensation for all labor, materials, supplies, equipment, tools, and all incidentals for completed work.	LF	$2960.00	160	$473,600.00
4	CIPP part-liner or grouting to control infiltration on the existing 36" sewer line, where approved by the Owner, including full compensation for all labor, materials, supplies, equipment, tools, and all incidentals for completed work.	LF	$2960	160	$473,600.00
	SCHEDULE B – Additive Bid No. 1 (TOTAL Items 1 through 4, inclusive)				$5,295,388.00

$1,296,700

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Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)					
SCHEDULE B - Additive Bid No. 2 **Description of Work:** Archaeological monitoring.					
				SCHEDULE B – Additive Bid No. 2	
1	Archaeological and cultural resource services to add new laydown staging areas outside of the suggested areas or outside of the area of potential effect as defined the Archaeological Monitoring and Data Recovery Plan for the project and resubmit to the Department of Parks and Recreation, Guam Historic Resources Division/State Historic Preservation Office for approval and acceptance.	LS	$35,000	1	$35,000
SCHEDULE B - Additive Bid No. 2 (TOTAL Items 1, inclusive)					$5,330,388.00

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of bidder's bond.

B. List of Proposed Major Suppliers;

C. Required Bidder Qualification Statement with Supporting Data.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

$35,000

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Exhibit D (13 of 17)

Insituform Technologies, LLC

World HQ: 17988 Edison Avenue, Chesterfield MO 63005 — 636-530-8000, Fax: 636-530-8701
Local Off: 9654 Titan Court, Littleton CO 80125 — 303-791-7199, Fax: 303-791-7399

GWA Route 4 Releif Sewer Line Rehabilitation and Replacement, Project No. S15-006-EPA

LIST OF SUBCONTRACTORS Selection for Insituform

1. CCTV/CLEARING - MOCON
2. BYPASS - MOCON
3. _____
4. _____
5. _____
6. _____



World HQ: 17988 Edison Avenue 636-530-8000
Chesterfield MO 63005 Fax: 636-530-8701

Local Off: 9654 Titan Court 303-791-7199
Littleton CO 80125 Fax: 303-791-7399

GWA Route 4 Releif Sewer Line Rehabilitation and Replacement, Project No. S15-006-EPA

LIST OF Suppliers Selection for Insituform

1. CIPP—Insituform
2. _____
3. _____
4. _____
5. _____

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): N/A

By: _____
(Individual's signature)

Doing business as: _____

Business address: _____

_____

Phone: _____ Facsimile: _____

E-mail address: _____ _____

A Partnership

N/A

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

_____

Phone: _____ Facsimile: _____

E-mail address: _____

A Corporation

N/A

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Professional, Service, other): _____

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

_____

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Phone: _____ Facsimile: _____

E-mail address: _____

A Limited Liability Company (LLC)

LLC Name: Insituform Technologies, LLC

State in which organized: Delaware

By: Whittney Schulte

(Signature - attach evidence of authority to sign)

Name (typed or printed): Whittney Schulte

Title: Contracting & Attesting Officer

Business address: 17988 Edison Avenue
Chesterfield, MO 63005

Phone: 636-530-8000 Facsimile: 636-530-8701

E-mail address: WSchulte@Aegion.com

A Joint Venture

First Joint Venturer Name: N/A (SEAL)

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

_____

Phone: _____ Facsimile: _____

E-mail address: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

_____

Phone: _____ Facsimile: _____

E-mail address: _____

Phone and Facsimile Number, and Address for receipt of official communications to Joint Venture: _____

_____

_____

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Exhibit D (17 of 17)

INSITUFORM TECHNOLOGIES, LLC

PRESIDENT APPOINTMENT OF OFFICERS

Pursuant to the authority set forth in the Limited Liability Company Agreement of Insituform Technologies, LLC (the "Company"), I hereby determine that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitmey Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company; and

2. All other Contracting and Attesting Officers of the Company appointed by the President of the Company prior to the date of this appointment are hereby removed from office.

Dated: September 20, 2017

Frank R. Firsching
President

Exhibit B

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between the Guam Waterworks Authority ("Owner") and ProPacific Builder Corporation ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Work under Schedule A consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid); GWA Project No. S15-006-EPA.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by AECOM.

3.02 The Owner has retained EMPSCO Engineering Consultants ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work for the Base Bid contains two schedules, Schedule A and Schedule B. Contract Times will be awarded separately as indicated below under Schedule A and Schedule B. One contract will be awarded to the lowest responsive and responsible bidder for Schedule A and one contract will be awarded to the lowest responsive and responsible bidder for Schedule B. If the same contractor is the lowest responsive and responsible bidder for both Schedules A and B, one contract will be awarded for all the work under Schedules A and B.

1. For a separate contract for Schedule A, the Work for the Schedule A Base Bid will be substantially completed within __450__ days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within __480__ days after the date when the Contract Times commence to run.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Milestone 1 [event & date/days] NA
2. Milestone 2 [event & date/days] NA
3. Milestone 3 [event & date/days] NA

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **$3,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$3,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages shall be assessed against the Contractor(s) separately for the work performed under Schedule A and the work performed under Schedule B.
4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
5. Milestones: Contractor shall pay Owner $__NA__ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work under Schedule A - Base Bid other than Unit Price Work, a lump sum of: $Three Million Four Hundred Seven Thousand Eight Hundred Forty Eight US Dollars ($3,407,848.00).

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Schedule A Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $3,407,848.00.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 90 percent of Work completed (with the balance being retainage). And

b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 6 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
   a. ___ (pages ___ to ___, inclusive).
5. General Conditions (pages 1 to 65, inclusive).
6. Supplementary Conditions (pages 1 to 18, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. The Drawings listed on the attached sheet index.
9. Addenda (numbers 1 to 4, inclusive).
10. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid (pages 1 to 10, inclusive).

NOTE(S) TO USER:

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 9-13-18 (which is the Effective Date of the Contract).

OWNER:

Guam Waterworks Authority

By: MIGUEL C. BORDALLO, P.E.

Title: General Manager

Attest:

Title: Legal secretary III

Address for giving notices:

Gloria B Nelson Public Service Building

688 Route 15

Mangilao Guam 96913

CONTRACTOR:

ProPacific Builder Corporation

By: JEAN YEON YU

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Kate Yusi

Title: Office Manager

Address for giving notices:

750 Route 8

Suite 202, Hanam Plaza

Barrigada, Guam 96913

License No.: 5135

Certificate No.: C-0518-0147

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CERTIFIED FUNDS AVAILABLE:

By:

GREG P. CRUZ

GWA Chief Financial Officer

09/13/18

Date: 9.13.18

APPROVED AS TO FORM:

By:

KELLY O. CLARK

GWA General Counsel

Date: 9/5/18

Contract Amount: $3,407,848.00

Contingency: $ 340,784.80

Amount Certified: $3,748,632.80

Funding Source: $3,407,848.00 USEPA State Revolving Fund – Grant No. M96902617

$ 340,784.80 2016 GWA Bond WW 09-06 Wastewater Collection System/Rehabilitation Program

EXHIBIT A

BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Addendum No. 1	April 19, 2018
Addendum No. 2	April 26, 2018
Addendum No. 3	May 15, 2018
Addendum No. 4	May 18, 2018

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

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C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.

E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.

F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID AND AWARD OF CONTRACTS

5.01 This contract is a multi-award contract through which more than one contract may be awarded through this solicitation. The Bid Schedule contains two schedules, Schedule A and Schedule B. Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the prices indicated under this article. The Bidder can elect to provide prices under Schedule A or Schedule B or both schedules. Bids must include all items under Schedule A or Schedule B, or both Schedule A and B. Each of Schedules A and B comprise Base Bid items and Additive Bid items. The Bidder shall provide base bid and additive bid(s) prices under each elected schedule.

Bids shall be evaluated by Schedule. Each of Schedules A and B shall be evaluated separately. The lowest responsive and responsible bidder shall be determined for each of Schedule A and Schedule B. Separate contracts will be awarded under Schedule A and Schedule B. One contract will be awarded to the lowest responsive and responsible bidder for Schedule A and one contract will be awarded to the lowest responsive and responsible bidder for Schedule B. If the same contractor is the lowest responsive and responsible bidder for both Schedules A and B, one contract for all the work under Schedules A and B will be awarded.

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Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				SCHEDULE A – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
1	Mobilization and Demobilization	LS	$293,780.00	1	$ 293,780.00
2	Insurance and Bonds	LS	$132,201.00	1	$ 132,201.00
3	Permits	LS	$44,067.00	1	$ 44,067.00
4	12" PVC pipe, installed by open trench, including PVC pipe, fittings, warning/identification tape, cleaning, connections to manholes, adjustment existing channel and bench, testing, and all incidentals, in place complete.	LF	$1,500.00	22	$ 33,000.00
5	18" PVC pipe, installed by open trench, including PVC pipe, fittings, warning/identification tape, cleaning, connections to existing manholes, adjustment existing channel and bench, testing, and all incidentals, in place complete.	LF	$1,800.00	12	$ 21,600.00
6	30" PVC pipe, installed by open trench, including existing pipe removal, pipe, fittings, warning/identification tape, cleaning, manhole connections, testing, and all incidentals, in place complete.	LF	$2,000.00	461	$ 922,000.00
7	Unclassified Trench Excavation and Backfill, including protection of existing utilities if necessary, excavation, installation of sheet piles, cutting and removal of sheet piles, shoring, groundwater cutoff wall, dewatering and dewatering effluent disposal, muck handling and disposal, backfill, pipe bedding, CLSM, temporary erosion control measures, traffic control work, miscellaneous restoration work, and all incidentals required to complete the work.	CY	$600.00	913	$ 547,800.00
8	Precast Sewer Manhole, SMH-6901A and 493A, including reinforced concrete base, precast concrete riser and cone, flexible pipe seals and connectors, grade adjustment ring(s), frame and cover, epoxy-coating, channelized inverts, testing, CLSM, temporary erosion control measures, traffic control work, incidentals, and all necessary labor, materials and equipment, in place complete.	EA	$30,000.00	2	$ 60,000.00

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Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				SCHEDULE A – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
9	Drop Precast Sewer Manhole, SMH-6908B, including demolition of existing SMH-10312, reinforced concrete base, precast concrete riser and cone, chimney, flexible pipe seals and connectors, grade adjustment ring(s), frame and cover, epoxy-coating, channelized inverts, testing, CLSM, temporary erosion control measures, traffic control work, incidentals, and all necessary labor, materials and equipment, in place complete.	EA	$ 30,000.00	1	$ 30,000.00
10	Rehabilitation of sewer manhole with epoxy coating, including cleaning, surface preparation, cementitious underlayment, concrete channel and bench construction, existing pipe cut & connection, plugging existing pipe, epoxy topcoat, grout injection for leak repair, traffic control work, and all incidentals, in place complete.	EA	$ 22,500.00	14	$ 315,000.00
11	Abandon existing sewer pipes including plugging and filling with CLSM, all incidentals, in place complete.	LF	$ 250.00	280	$ 70,000.00
12	Unplug 21" existing pipe, plug 15" existing SL-9650 and channel & bench reconstruction at SMH-6897	LS	$ 30,000.00	1	$ 30,000.00
13	Sewer Flow Control, including diversion and bypass pumping plan, temporary bypass piping and pumps, pipe plugs, bypassing at sewer laterals (including locating and exposing cleanouts), temporary trenches (including pavement demolition, excavation, backfill, trench covers, temporary and permanent asphalt concrete (AC) pavement, muck handling and disposal), electrical and standby power/pumps, monitoring, spill containment/mitigation, traffic control work, temporary erosion control measures, all related restoration work, in place complete.	LS	$ 300,000.00	1	$ 300,000.00
14	Removal of existing pavement including all necessary labor, materials and equipment, in place complete	SY	$ 50.00	2,867	$ 143,350.00

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Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Base Bid

Description of Work: Work consists of replacing 24" Spirolite pipe with 30" PVC pipe, installation of new 18" PVC pipe intertie, construction of precast concrete manholes, sewer manhole rehabilitation with epoxy coating, channel construction, disconnection and re-connection of lateral sewer pipes, abandoning existing sewer pipes and providing temporary bypass and traffic control as necessary to complete the rehabilitation and replacement work.

				SCHEDULE A – Base Bid	
Item No.	Description	Unit	Unit Price	Qty	Bid Amount
15	AC Pavement Resurfacing, including asphalt concrete base, cold planing, pavement transitions, prime coat, tack coat, traffic striping, miscellaneous restoration, and all necessary labor, materials and equipment, in place complete	SY	$ 150.00	2,867	$ 430,050.00
16	Pavement marking including all necessary labor, materials and equipment, in place complete	LS	$25,000.00	1	$ 25,000.00
17	As-Built drawings	LS	$10,000.00	1	$ 10,000.00
				SCHEDULE A – Base Bid (TOTAL Items 1 through 17, inclusive)	$ 3,407,848.00

Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE A – Additive Bid No. 1

Description of Work: Archaeological monitoring.

				SCHEDULE A – Additive Bid No. 1	
1	Archaeological and cultural resource services to add new laydown staging areas outside of the suggested areas or outside of the area of potential effect as defined the Archaeological Monitoring and Data Recovery Plan for the project and resubmit to the Department of Parks and Recreation, Guam Historic Resources Division/State Historic Preservation Office for approval and acceptance.	LS	$ 150,000.00	1	$ 150,000.00
				SCHEDULE A - Additive Bid No. 1 (TOTAL Items 1, inclusive)	$ 150,000.00

EJCDC P-400, Suggested Bid Form for Procurement Contracts.
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Route 4 Relief Sewer Line Rehabilitation and Replacement (Re-Bid)

SCHEDULE B - Additive Bid No. 2
Description of Work: Archaeological monitoring.

				SCHEDULE B – Additive Bid No. 2	
1	Archaeological and cultural resource services to add new laydown staging areas outside of the suggested areas or outside of the area of potential effect as defined the Archaeological Monitoring and Data Recovery Plan for the project and resubmit to the Department of Parks and Recreation, Guam Historic Resources Division/State Historic Preservation Office for approval and acceptance.	LS	$_____	1	$_____
			SCHEDULE B - Additive Bid No. 2 (TOTAL Items 1, inclusive)		$_____

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond.

B. List of Proposed Major Suppliers;

C. Required Bidder Qualification Statement with Supporting Data.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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Exhibit C

GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913
Engineering Division
Phone: (671) 300-6058 Fax: (671) 647-2621

GWA FINANCE & ACCOUNTING ADMINISTRATIVE OFFICE
RECEIVED
JAN 14 2020
BY:
1358

CHANGE ORDER NO. 1

Project No. & Title:	Route 4 Relief Sewerline Rehabilitation and Replacement GWA Project No. S15-006-EPA		
Contractor's Name:	ProPacific Builders Corporation	**Original Contract Date:**	September 13, 2018

TO: ProPacific Builders Corporation

You are directed to make changes noted below in the subject contract. The changes are accepted by:

Vicente Escabillas, Operations Manager
Contractor Representative (Print Name & Title)

Signature — Date 1/09/20

PREPARED BY:
George Watson
Project Engineer — Date 1/10/2020

John Riegel P.E.
Managing Engineer — Date 1/10/2020

RECOMMEND APPROVAL:
for Thomas Cruz, P.E. Maureen McDonald Acting Chief Engineer — Date 01/14/2020
Chief Engineer

G.L. NO.	S202.105321.420000
Contract No.:	795 OS
Vendor No.:	26731
Amount:	$276,760.19 (MA69781?)

Nature of Changes:

This Change Order serves to 1) extend the contract 193 days, and 2) add $276,760.19 due to permitting and permit conditions.
1) As described in Enclosure 1, due to delays and challenges with obtaining the permit and the restricts on the contractor in the permit conditions, 193 days are to be added to the contract time.
2) Due to permitting, permit time restrictions, additional traffic control to satisfy permit conditions, as well as orther direct costs as described on page 3 in Enclosure 2, $276,760.19 will be added to the contract value.
With the addition of the 193 days, the contract now extends to July 17, 2020.
The costs of $276,760.19 will come from the project contingency.
With the addition of the $276,760.19, the new contract value will be $3,684,608.19.

Enclosures:

1) ProPacific "Request for Time Extension" letter
2) ProPacific "Request for Cost Adjustment Due to DPW Permit Conditions" letter

The changes result in the following adjustment of contract price and time:

Contract price prior to this change order	$3,407,848.00
Net (increase)(~~decrease~~) from this Change Order (subject to approved terms & conditions)	$276,760.19
Current contract price including this Change Order	$3,684,608.19
Contract time prior to this Change Order 480 calendar days	
Net (increase)(~~decrease~~) resulting this Change Order 193 calendar days	
Current contract time including this Change Order 673 calendar days	

CERTIFIED FUNDS AVAILABLE:

Taling M. Taitano
Chief Financial Officer, GWA
Date: 2/4/2020 2/04/2020

APPROVED:
Miguel C. Bordallo, PE
General Manager
Date: 2.4.2020

(Name & Title)
Finance/Accounting
Date:

GUAM WATERWORKS AUTHORITY
BUDGET OFFICE
GWA - From GM
BUDGET OFFICER
DATE: 2/7/20 TIME 11:33 AM

Doc. No. 35GL-20-1587.*

S15-006-EPA Route 4 Relief Sewerline Rehabilitation And Replacement

Cost Adjustment Due to DPW Permit Conditions

	Description	Cost on Existing Contract					Change Order Cost		
		Contract Cost	Qty	Unit	Unit Cost	Reference	Add'l Qty	Unit	Cost Adjustment
1	Extended Permit and Clearance Fees (DZSP & HEP only)					See Cost Reference "A"			
	Highway Encroachment Permit				25.00	HEP -19-007	6	Mo	150.00
	DZSP Clearance				1,650.00	DZSP21 Dig Permit	2	/3 Mo.	3,300.00
2	**Direct Costs**	340,784.80	15	Mo	22,718.99		6.5	Mo	
	Operations Manager				4,000.00		3	Mo	12,000.00
	Project Manager				6,000.00		6.5	Mo	39,000.00
	Liaison Officer/Project Engineer				4,000.00		6.5	Mo	26,000.00
	Site Superintendent				4,000.00		2	Mo	8,000.00
	Office Expenses & Service Vehicles				4,718.99		6.5	Mo	30,673.44
3	Additional Traffic Control Devices and Set-ups.					See Cost Reference "C":			
	Traffic Signs		18	Set	145.20	Pacific Sign Shop Invoice	56	Set	8,131.20
	Number of Set-ups (& Removal)		107	Ea	20.00	See Cost Reference "C"	168	Ea	3,360.00
	Advisory Boards (first 3 sets not charged)		0	Set	491.48	Pacific Sign Shop Invoice	3	Set	1,474.45
	Arrow Panel		2	Set	14,139.00	Nico & CTSI Invoice	1	Set	14,139.00
4	Workers 1 Hr. Idle Time Adjustment (Equipments not charged)				167.66	See Cost Reference "D"	188	WD	31,521.00
						SUB-TOTAL			**177,749.09**
						Overhead & Profit (15%)			**26,662.36**
						SUB-TOTAL			**204,411.45**
						GRT (5.21%)			**10,654.95**
5	Extended Bond & Insurance	132,201.00	15	Mo	8,813.40	See Cost Reference "E": SOV Item 2.0	7	Mo	61,693.80
						TOTAL COST			**276,760.19**

Enclosure 1

PROPACIFIC BUILDER CORPORATION

(formerly Guam Yooshin Corporation)
750 Route 8 Suite 202 Hanam Plaza,
Barrigada, Guam 96913
T. 671.477.3109 | F. 671.477.7424 | jgyc@guam.net

Date; August 15, 2019

To: George Watson, PE
Program Manager
Brown & Caldwell

Thru: Tyrone De Guzman, PE
Project Manager
EMPSCO Engineering Consultants

Subject: **S15-006-EPA (Schedule A)**
Route 4 Relief Sewerline Rehabilitation and Replacement

Reference: **REQUEST FOR TIME EXTENSION**

Dear Mr. Watson,

May I inform you that the remaining time of 126 CD under our contract is no longer sufficient to succesfully finish the project. Based on PPBC's contract time of 450 CD and the approved revised Construction Schedule, PPBC's scheduled permitting time = 161 CD, other General Requirements = 147, and Construction = 276 CD including Close-outs (*please see Exhibit "A"*).

PPBC initialy alloted 71 CD permitting time on the Start-up Construction Schedule for the remaining agencies not completed by AECOM submitted on Nov. 7, 2018 and later adjusted it to 161 CD on the revised Construction Schedule which was approved on March 01, 2019. Still, duration of permit application process took longer which also exceed the time alloted to General Requirements, (Administrative & Material Submittals, Government Reviews, Off-island Material Procurement , & Fabrications including deliveries) and to include Guam DPW permit conditions, the remaining time under our Construction is no longer sufficient. The following are the circumstances that go beyond our control:

1. Supporting Documents:

- Although PPBC continue the permit application right-away upon receipt of the permit application form and permit drawings from AECOM dated Oct. 5, 2018, PPBC requested the required supporting documents such as Section 106 Review as well as authorization letters in advance from BrnCald & RPR (during the Pre-Con Meeting) but just **recieved the Section 106 Review on Oct. 17, 2018 (after 2 weeks)** and the **authorization on Nov. 1, 2018 (after a month)** which resulted the **clearance application stucked in DPR.** Not until copy of Section 106 was provided to DPR they did sign the clearance.

2. New Requirements:

- New requirements in the processing of Building Permit were applied in this project and being high visibility project, permitting agencies became more stringent in processing the permit. Some forms were revised by permitting agencies such as the HEP routing slip wherein a lot of government agencies and private utility companies were added, each have their own requirement especially DZSP-21.

- PPBC processed HEP clearance upon receipt of the Permit application form and Permit Drawings knowing that this is a pre-requisite of DPW-Highways Division in processing Building Permits for road projects. The new routing slip have added a lot of utility companies and agencies that need to sign off in the clearance (please see attachment "2" in the Timelines).

- **Difficulty in acquiring clearance from DZSP-21 due to base access** is also an additional factor. We have to set-up meetings with DZSP personnel outside the base on their convenient times during the processing of the clearance. Furthermore, eventhough I have explained to them that the project is off-base and is not DoD-funded project, they still applied their own procedure with their own Dig Permit routing slip that went to many sections similar to the one from DPW-HEP before DZSP supervisor will sign the clearance form from DPW. After regular follow-up & communications, they sign the clearance **after 2 weeks, dated Oct. 22, 2018.**

3. GEPA Processing:

- While processing the DPW-HEP clearance, PPBC started in doing plans & shop drawing submittals required by GEPA (simutaneous with the project submittals intended for the CM) including those which are not required by contract. Researches, study of methods, & sourcing of materials & equipments to be incorporated in these plans were also done during this period. PPBC submitted these to GEPA on October 16, 2018 and received review comments on Nov. 9, 2018 after constant follow-up thru personal appearances, phone calls, & e-mails.
- **GEPA is not satisfied on the Erosion & Sediment Control Drawings** incorporated in the Permit Drawings so they require a separate pages of ESC Plans. PPBC relayed the comments on Nov.9, 2018 to CM and BrnCald since this is still part of the design but they just asked us to do it. We requested CAD files right-away to generate the required drawings and **received the requested CAD files from BrnCald, almost 3 weeks after the request.** We finally able to submit the PE signed & sealed ESC Drawings to GEPA on January 24, 2019. Submittals that previously have "RR" reviews were also re-submitted on February 6, 2019 and the BP clearance was finally signed on February 14, 2019 while the HEP clearance was signed on February 20 and both clearances were released on February 20, 2019. It took **4 months & 4 days** (from Oct. 16, 2018 - Feb. 20, 2019) before it was signed off.

- Just like the DPW-Highways Div, GEPA are hesitant to sign the clearance and approve the submitted plans citing the complexity of the project. They sign off the clearance after PPBC provided all information they are requiring and with aggressive follow ups. With all these difficulties and delays incurred from GEPA, still **PPBC did not include the delay of 100 CD on our claim for time extension.**

4. DPW Processing:

- Traffic control plans were **resubmitted to and rejected by DPW-Highways multiple times.** It took seven (7) revisions and resubmissions before it was finally accepted by DPW-Highways Division and forwarded the processing to DPW-Engineering Div.

- DPW-Highways Division required Night-time Traffic Control Plans, Re-routing Schemes, and a new Laydown area. Although PPBC drafted the drawings to fast-track the design, AECOM that will sign and seal the drawings is off-island for 2 weeks.

- **DPW-Highway Division personnel does not want to sign the clearance** eventhough we comply to all requirements citing the complexity of the project and their frustrations to other GWA highway projects. It took **four (4) months** (from February 20, 2019 to June 20, 2019) with multiple meetings, interference by Agency General Managers, and revision in design and scope to reduce lane closures before it was finally approved with conditions by DPW-Highways Division and forwarded the processing to DPW-Engineering Div.
-

(*Please see exhibit "B"*).

5. Permit Conditions:

a. Working Time Limitations: DPW approved the permit with conditions that "No work between the hours of 6:00AM-9:00AM and 4:00PM-6:00PM during weekdays" . This reduced our production time of 2 hours daily or 25% although we need to pay our equipment rentals and our workers the complete 8 hours daily otherwise we are going to lose them.

(*Please see exhibit "C"*)

b. Construction Sequence Limitations: DPW-Highways does not allow us to have open excavation works in 2 locations simultaneously per our meeting with them (BrnCald was represented in that meeting). In our submitted Initial Construction Schedule, constructions of new SMHs will be done simultaneoously. In their condition, we need to add time for the duration to construct 1 SMH in the schedule.

Although we recognize that the time for performing under the agreement is essential, with these circumstances that are beyond our control, which have made a great impact on our construction schedule to complete the project on time, we are requesting for an **extension of 193 CD** in order for us to complete the project that conforms to our agreement.

Please do not hesitate to get in touch with us if you wish to discuss this further.

Thank you very much.

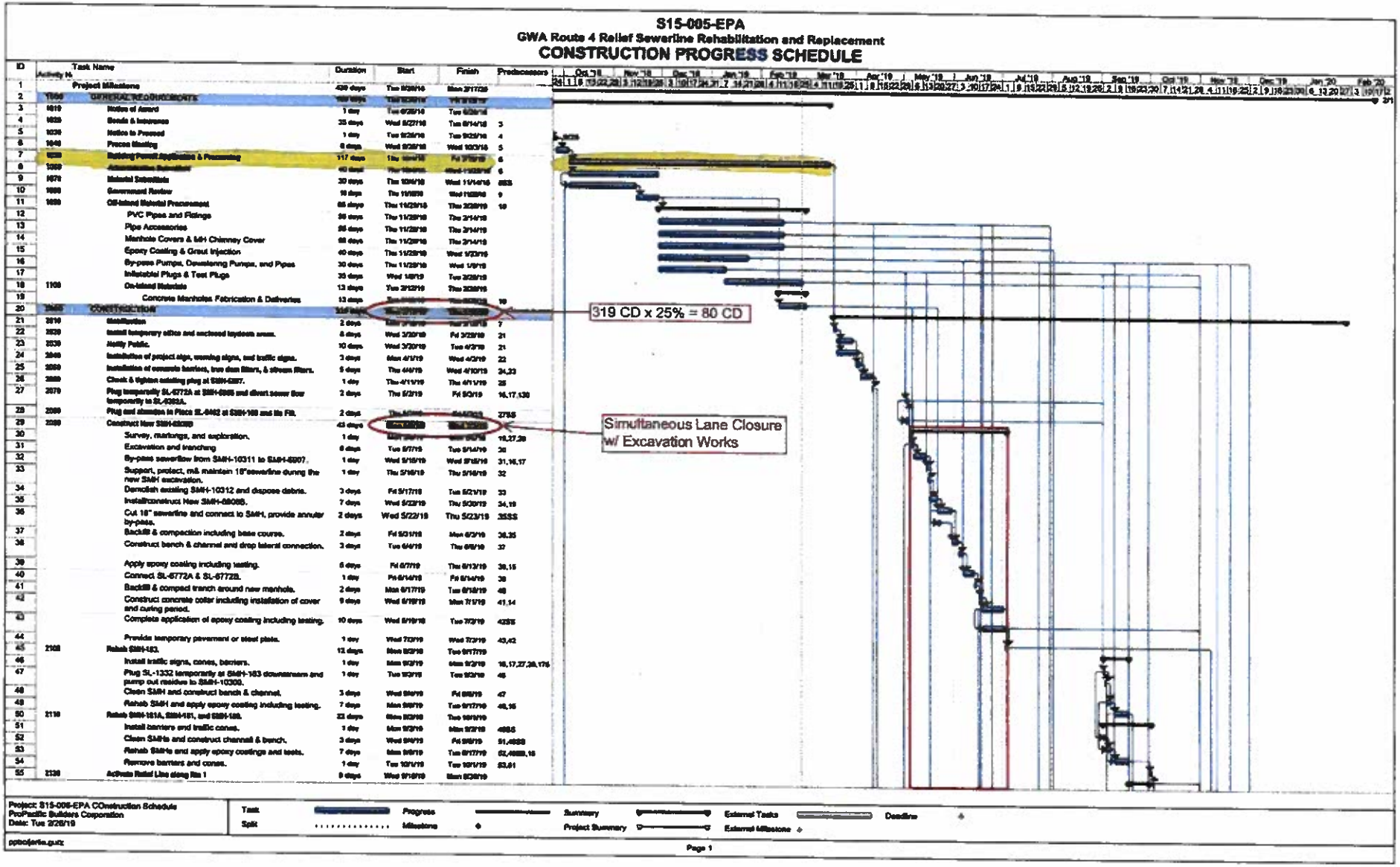
Sincerely,

Jerlie M. Gutierrez
Project Manager
ProPacific Builders Corp.

SUMMARY BREAKDOWN:

I.	**TIME LOST**					
	A.	Permiting Application:				
		1.	Supporting Documents		9	CD
		2.	New Requirements		14	CD
		3.	GEPA Processing	127-27	100	CD
		4.	DPW Processing	120-13	107	CD
	B.	Permit Conditions:				
		1.	2 hrs/day lost or 25% of Const. Period	276 CD x 25%	69	CD
		2.	Lost Days for Supposedly Simultaneous Lane Closure associated w/ Excavation Work		72	CD
	C.	Total :			**371**	**CD**
II.	**TIME REQUESTED:**					
	A.	Permit Process:				
		1.	Anticipated Bldg. Permit released on approved Const. Schedule to actual released: From March 15, 2019 to June 27, 2019		104	CD
	B.	Permit Conditions:				
		1.	2 hrs/day lost or 25% of Const. Period	276 CD x 25%	69	CD
		2.	Lost Days for Supposedly Simultaneous Lane Closure associated w/ Excavation Work		72	CD
	C.	Total number of days requested:			**245**	**CD**
III.	**Negotiated by EMPSCO (to be only by end of June 2020).**				**193**	**CD**

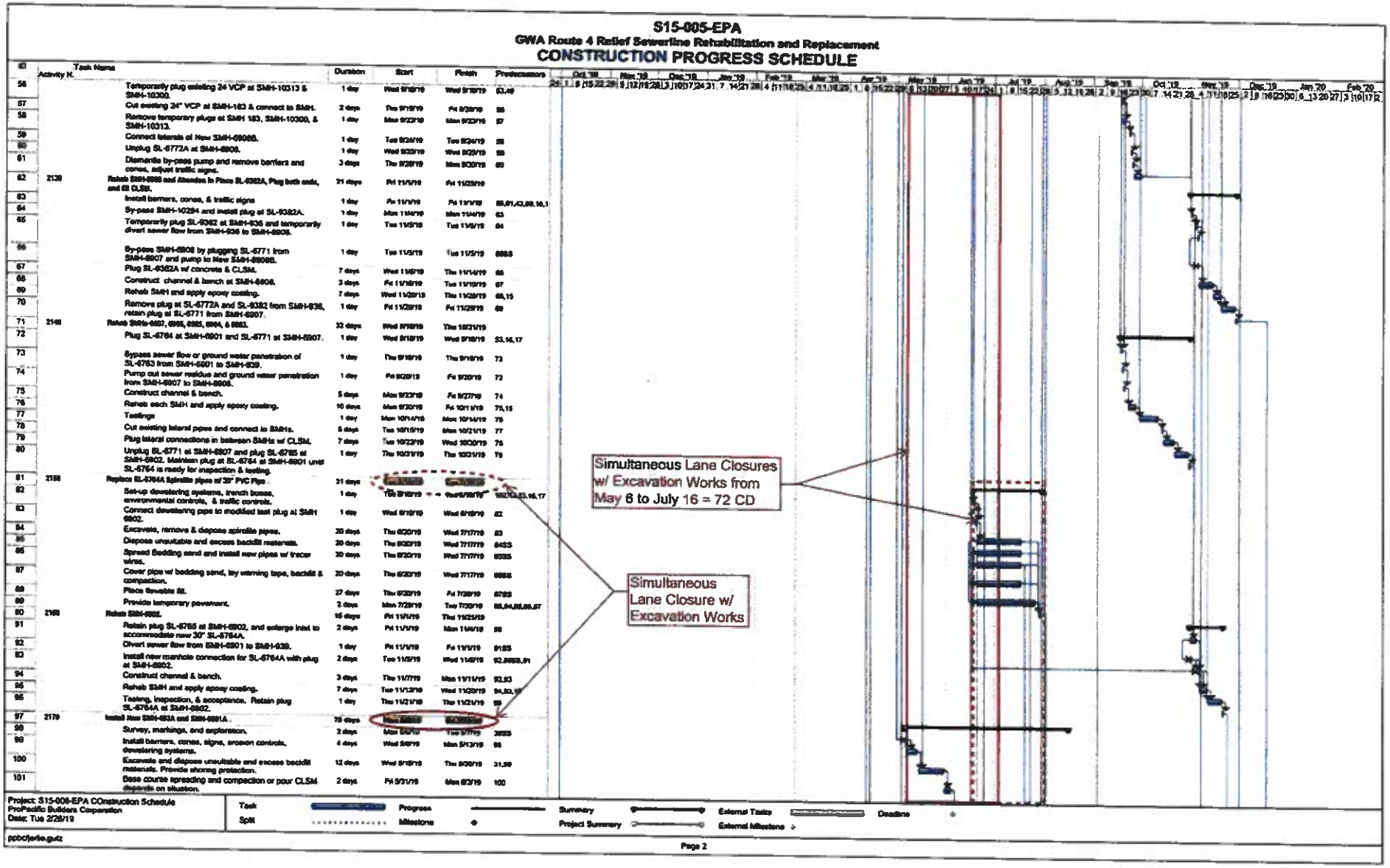
"A"


S15-005-EPA
GWA Route 4 Relief Sewerline Rehabilitation and Replacement
CONSTRUCTION PROGRESS SCHEDULE
319 CD x 25% = 80 CD
Simultaneous Lane Closure w/ Excavation Works
Project: S15-005-EPA CConstruction Schedule
ProPacific Builders Corporation
Date: Tue 2/26/19
Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline
Page 1

S15-005-EPA

GWA Route 4 Relief Sewerline Rehabilitation and Replacement

CONSTRUCTION PROGRESS SCHEDULE



ID	Activity N.	Task Name	Duration	Start	Finish	Predecessors
56		Temporarily plug existing 24 VCP at SMH-10313 & SMH-10300.	1 day	Wed 9/18/19	Wed 9/18/19	53,49
57		Cut existing 24" VCP at SMH-183 & connect to SMH.	2 days	Thu 9/19/19	Fri 9/20/19	56
58		Remove temporary plugs at SMH 183, SMH-10300, & SMH-10313.	1 day	Mon 9/23/19	Mon 9/23/19	57
59		Connect laterals of New SMH-6906B.	1 day	Tue 9/24/19	Tue 9/24/19	58
60		Unplug SL-6772A at SMH-6906.	1 day	Wed 9/25/19	Wed 9/25/19	59
61		Dismantle by-pass pump and remove barriers and cones, adjust traffic signs.	3 days	Thu 9/26/19	Mon 9/30/19	60
62	2138	Rehab SMH-6906 and Abandon In Place SL-6382A, Plug both ends, and fill CLSM.	21 days	Fri 11/1/19	Fri 11/22/19	
63		Install barriers, cones, & traffic signs	1 day	Fri 11/1/19	Fri 11/1/19	55,51,43,09,10,1
64		By-pass SMH-10294 and install plug at SL-6382A.	1 day	Mon 11/4/19	Mon 11/4/19	63
65		Temporarily plug SL-6382 at SMH-636 and temporarily divert sewer flow from SMH-636 to SMH-6906.	1 day	Tue 11/5/19	Tue 11/5/19	64
66		By-pass SMH-6906 by plugging SL-6771 from SMH-6907 and pump to New SMH-6906B.	1 day	Tue 11/5/19	Tue 11/5/19	6663
67		Plug SL-6382A w/ concrete & CLSM.	7 days	Wed 11/6/19	Thu 11/14/19	65
68		Construct channel & bench at SMH-6906.	3 days	Fri 11/15/19	Tue 11/19/19	67
69		Rehab SMH and apply epoxy coating.	7 days	Wed 11/20/19	Thu 11/28/19	68,15
70		Remove plug at SL-6772A and SL-6382 from SMH-636, retain plug at SL-6771 from SMH-6907.	1 day	Fri 11/29/19	Fri 11/29/19	69
71	2140	Rehab SMHs-6897, 6905, 6903, 6904, & 6883.	32 days	Wed 9/18/19	Thu 10/31/19	
72		Plug SL-6764 at SMH-6901 and SL-6771 at SMH-6907.	1 day	Wed 9/18/19	Wed 9/18/19	53,16,17
73		Bypass sewer flow or ground water penetration of SL-6763 from SMH-6901 to SMH-639.	1 day	Thu 9/19/19	Thu 9/19/19	72
74		Pump out sewer residue and ground water penetration from SMH-6907 to SMH-6906.	1 day	Fri 9/20/19	Fri 9/20/19	73
75		Construct channel & bench.	5 days	Mon 9/23/19	Fri 9/27/19	74
76		Rehab each SMH and apply epoxy coating.	10 days	Mon 9/30/19	Fri 10/11/19	75,15
77		Testings	1 day	Mon 10/14/19	Mon 10/14/19	76
78		Cut existing lateral pipes and connect to SMHs.	5 days	Tue 10/15/19	Mon 10/21/19	77
79		Plug lateral connections in between SMHs w/ CLSM.	7 days	Tue 10/22/19	Wed 10/30/19	75
80		Unplug SL-6771 at SMH-6907 and plug SL-6765 at SMH-6902. Maintain plug at SL-6764 at SMH-6901 until SL-6764 is ready for inspection & testing.	1 day	Thu 10/31/19	Thu 10/31/19	79
81	2150	Replace SL-6764A Spirolite pipes w/ 30" PVC Pipe.	31 days	[redacted]	[redacted]	
82		Set-up dewatering systems, trench boxes, environmental controls, & traffic controls.	1 day	[redacted]	[redacted]	16,17,23,16,17
83		Connect dewatering pipe to modified test plug at SMH 6902.	1 day	Wed 9/18/19	Wed 9/18/19	82
84		Excavate, remove & dispose spirolite pipes.	20 days	Thu 6/20/19	Wed 7/17/19	83
85		Dispose unsuitable and excess backfill materials.	20 days	Thu 6/20/19	Wed 7/17/19	6455
86		Spread Bedding sand and install new pipes w/ tracer wires.	20 days	Thu 6/20/19	Wed 7/17/19	6555
87		Cover pipe w/ bedding sand, lay warning tape, backfill & compaction.	20 days	Thu 6/20/19	Wed 7/17/19	6666
88		Place flowable fill.	27 days	Thu 6/20/19	Fri 7/26/19	6755
89		Provide temporary pavement.	2 days	Mon 7/29/19	Tue 7/30/19	88,64,65,66,67
90	2160	Rehab SMH-6902.	16 days	Fri 11/1/19	Thu 11/21/19	
91		Retain plug SL-6765 at SMH-6902, and enlarge inlet to accommodate new 30" SL-6764A.	2 days	Fri 11/1/19	Mon 11/4/19	89
92		Divert sewer flow from SMH-6901 to SMH-639.	1 day	Fri 11/1/19	Fri 11/1/19	91,83
93		Install new manhole connection for SL-6764A with plug at SMH-6902.	2 days	Tue 11/5/19	Wed 11/6/19	92,6663,91
94		Construct channel & bench.	3 days	Thu 11/7/19	Mon 11/11/19	92,93
95		Rehab SMH and apply epoxy coating.	7 days	Tue 11/12/19	Wed 11/20/19	94,83,15
96		Testing, Inspection, & acceptance. Retain plug SL-6764A at SMH-6902.	1 day	Thu 11/21/19	Thu 11/21/19	95
97	2170	Install new SMH-693A and SMH-6891A.	75 days	[redacted]	[redacted]	
98		Survey, markings, and exploration.	2 days	Mon 5/6/19	Tue 5/7/19	3653
99		Install barriers, cones, signs, erosion controls, dewatering systems.	4 days	Wed 5/8/19	Mon 5/13/19	98
100		Excavate and dispose unsuitable and excess backfill materials. Provide shoring protection.	12 days	Wed 5/15/19	Thu 5/30/19	31,99
101		Base course spreading and compaction or pour CLSM depends on situation.	2 days	Fri 5/31/19	Mon 6/3/19	100

Project: S15-005-EPA COnstruction Schedule
ProPacific Builders Corporation
Date: Tue 2/26/19

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

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S15-005-EPA

GWA Route 4 Relief Sewerline Rehabilitation and Replacement

CONSTRUCTION PROGRESS SCHEDULE

ID	Activity N	Task Name	Duration	Start	Finish	Predecessors
102		Install new SMHs. Form & place concrete on level where lateral crosses.	10 days	Tue 6/4/19	Mon 6/17/19	101
103		Backfill & compaction, spread bedding sand up to bottom of new pipes.	5 days	Tue 6/18/19	Mon 6/24/19	102
104		Backfill & compaction after installation of manhole connections for laying of pipes.	4 days	Thu 7/18/19	Tue 7/23/19	103,111,86
105		Construct channel and bench.	3 days	Wed 7/24/19	Fri 7/26/19	104
106		Construct Concrete Collar including Curing.	10 days	Fri 6/7/19	Thu 6/13/19	4255,105,113,1
107		Provide temporary pavement.	1 day	Fri 6/16/19	Fri 6/16/19	114SS,106
108		Apply epoxy coating.	1 day	Wed 7/24/19	Wed 7/24/19	110,104,15
109	2180	Install New 12" PVC pipes.	30 days	Tue 6/25/19	Fri 8/16/19	
110		Install manhole connections to SMH-493A & SMH-6901A.	2 days	Tue 6/25/19	Wed 6/26/19	103,12,13
111		Spread bedding sand and lay new 12" PVC pipes with tracer wire.	3 days	Thu 6/27/19	Mon 7/1/19	110
112		Cover pipe w/ bedding sand, backfill & compaction with warning tape.	2 days	Tue 7/2/19	Wed 7/3/19	111
113		Place flowable fill.	7 days	Wed 7/24/19	Thu 8/1/19	112,104
114		Provide temporary pavement.	1 day	Fri 8/16/19	Fri 8/16/19	113,106
115	2190	Replace SL-6764 Spirolite pipes w/ 36" PVC Pipe	89 days	Wed 7/31/19	Tue 10/8/19	
116		Set-up dewatering systems, trench boxes, erosion controls, & traffic controls while maintaining sewer flow diversion from SMH-6901 to SMH-939.	1 day	Wed 7/31/19	Wed 7/31/19	104,12,13,1
117		Excavate, remove & dispose spirolite pipes.	30 days	Thu 8/1/19	Wed 9/11/19	116,132
118		Dispose unsuitable and excess backfill materials.	30 days	Thu 8/1/19	Wed 9/11/19	117SS
119		Spread bedding sand and install new pipes w/ tracer wires.	35 days	Thu 8/1/19	Wed 9/18/19	114SS,111SS
120		Cover pipe w/ bedding sand, lay warning tape, backfill & compaction.	35 days	Thu 8/1/19	Wed 9/18/19	119SS,113SS
121		Place flowable fill.	37 days	Thu 8/1/19	Fri 9/20/19	120SS,113SS
122		Provide temporary pavement.	20 days	Fri 8/16/19	Tue 10/8/19	121SS,114SS
123	2200	Install New 18" Intertie Between SMH-6901 & SMH-939.	23 days	Fri 4/12/19	Tue 5/14/19	
124		Install traffic controls, erosion control, safety signs, and set up dewatering pumps and by-pass systems.	1 day	Fri 4/12/19	Fri 4/12/19	12,13,16,17,20
125		Excavation and disposal of unsuitable/excess materials.	5 days	Mon 4/15/19	Fri 4/19/19	124
126		Compact base, spread base course & compact or CLSM and spread bedding sand.	2 days	Mon 4/22/19	Tue 4/23/19	125
127		Temporarily plug SL-6763 at SMH-6900.	1 day	Wed 4/24/19	Wed 4/24/19	126
128		Lay new PVC pipes with tracer wires and connect to SMHs.	2 days	Thu 4/25/19	Fri 4/26/19	127
129		Backfill & compaction and lay warning tape.	2 days	Mon 4/29/19	Tue 4/30/19	128
130		Pipe Testing	1 day	Wed 5/1/19	Wed 5/1/19	129
131		Place flowable fill and let it cure for minimum of 7 days.	7 days	Thu 5/2/19	Fri 5/10/19	130
132		Provide temporary pavement and restore gutter and grass.	2 days	Mon 5/13/19	Tue 5/14/19	131
133	2210	Rehab SMH-6901.	13 days	Fri 11/22/19	Tue 12/10/19	
134		Retain plug at SL-6764A in SMH-6902 and unplug SL-6764 at SMH-6901.	1 day	Fri 11/22/19	Fri 11/22/19	98,131
135		Plug SL-6763 at SMH-6900 and the new 18" intertie at SMH-939.	1 day	Fri 11/22/19	Fri 11/22/19	134SS
136		By-pass sewer flow from SMH-6900 to SMH-492 if there is flow.	1 day	Fri 11/22/19	Fri 11/22/19	135SS
137		Clean SMH and construct channel & bench.	5 days	Mon 11/25/19	Fri 11/29/19	136,126,134
138		Rehab SMH and apply epoxy coating including testing.	7 days	Mon 12/2/19	Tue 12/10/19	137,15
139	2220	New SL-6764 & SL-6764A Inspections & Testings.	34 days	Thu 9/19/19	Tue 11/5/19	
140		Mandrel inspections.	30 days	Thu 9/19/19	Wed 10/30/19	120
141		CCTV Inspections.	2 days	Thu 10/31/19	Fri 11/1/19	140
142		Joint testing and leakage testing.	2 days	Mon 11/4/19	Tue 11/5/19	141
143	2230	Connect SL-1285 to SMH-493A and plug exiting 12" w/ CLSM.	7 days	Wed 11/6/19	Thu 11/14/19	
144		By-pass sewer flow from the upstream SMH of SL-1285 to SMH-6901A.	3 days	Wed 11/6/19	Thu 11/7/19	112,142
145		Cut and connect SL-1285 to SMH-493A.	2 days	Fri 11/8/19	Mon 11/11/19	144
146		Plug, fill CLSM, & abandon 12" pipe from SMH-493A to SMH-494.	3 days	Tue 11/12/19	Thu 11/14/19	145
147	2240	Rehab SMHs 6900 & 6899.	19 days	Fri 11/22/19	Wed 12/18/19	
148		Maintain plug in SL-6760 at SMH-6897 and plug at SL-6763 at SMH-6900.	1 day	Fri 11/22/19	Fri 11/22/19	134SS

Oct '18 | Nov '18 | Dec '18 | Jan '19 | Feb '19 | Mar '19 | Apr '19 | May '19 | Jun '19 | Jul '19 | Aug '19 | Sep '19 | Oct '19 | Nov '19 | Dec '19 | Jan '20 | Feb '20

Project: S15-006-EPA COnstruction Schedule
ProPacific Builders Corporation
Date: Tue 2/26/19

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

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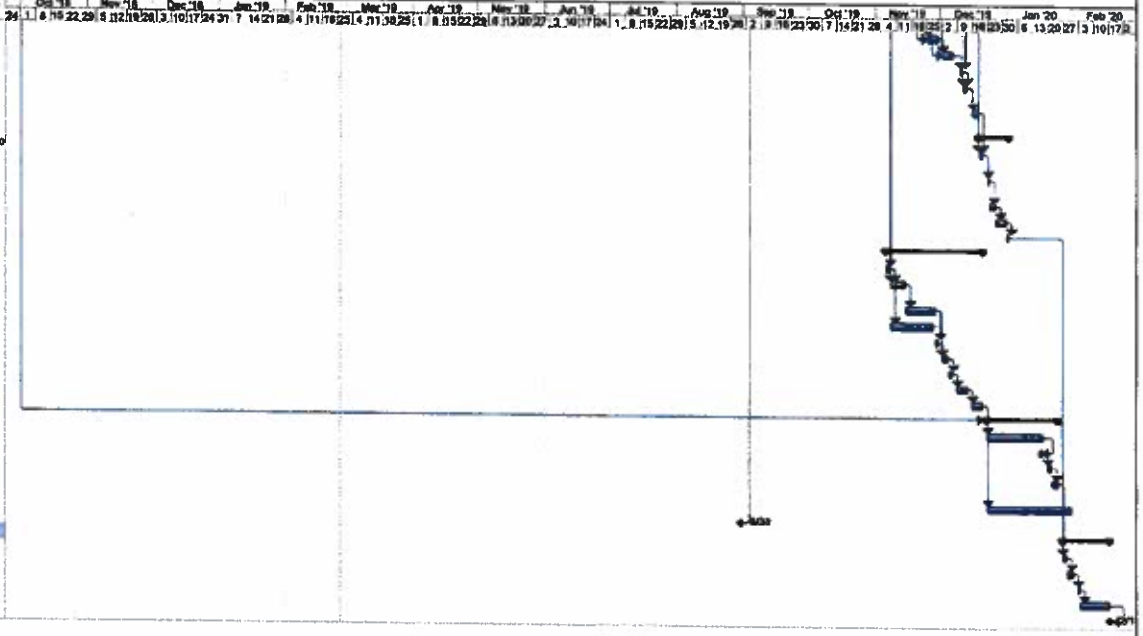
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GWA Route 4 Relief Sewerline Rehabilitation and Replacement

CONSTRUCTION PROGRESS SCHEDULE

ID	Activity N	Task Name	Duration	Start	Finish	Predecessors
149		Clean SMHs and construct channel & bench.	5 days	Mon 11/25/19	Fri 11/29/19	146,13755
150		Reheb SMHs and apply epoxy coating.	5 days	Mon 12/2/19	Fri 12/6/19	149,12883,15
151		Unplug SL-6763 at SMH-6800.	1 day	Wed 12/11/19	Wed 12/11/19	150,126
152		Cut existing lateral pipe and connect to SMH, apply epoxy coating around pipe.	2 days	Thu 12/12/19	Fri 12/13/19	151,142,146
153		Plug 8" pipe between SMH-6900 and SMH-942 w/ CLSM.	3 days	Mon 12/16/19	Wed 12/18/19	152
154	2230	Rehab SMH-6887	10 days	Thu 12/19/19	Wed 1/1/20	
155		Install barriers, cones, traffic signs, warnings, and preparations.	2 days	Thu 12/19/19	Fri 12/20/19	153,148,142,130
156		Unplug SL-5750 at SMH-6887 and provide test plugs w/ by-pass for SL-6758 to SL-6760.	1 day	Mon 12/23/19	Mon 12/23/19	155
157		Plug SL-5630 w/ CLSM and abandon in place.	3 days	Tue 12/24/19	Thu 12/26/19	156
158		Clean SMH construct channel & bench.	3 days	Fri 12/27/19	Tue 12/31/19	157
159		Remove test plugs w/ by-pass.	1 day	Wed 1/1/20	Wed 1/1/20	158
160	2260	AC Pavement Resurfacing	33 days	Wed 11/6/19	Fri 12/20/19	
161		Install warning signs, cones, barriers, and traffic signs.	2 days	Wed 11/6/19	Thu 11/7/19	143
162		Saw-cut and strip existing pavement including temporary pavement.	5 days	Fri 11/8/19	Thu 11/14/19	161,44,132
163		Repair & compact base.	10 days	Fri 11/15/19	Thu 11/28/19	162
164		Pre-paving conference	14 days	Fri 11/8/19	Wed 11/27/19	161
165		Compaction Tests	1 day	Fri 11/29/19	Fri 11/29/19	163
166		Mobilize paving equipments.	3 days	Mon 12/2/19	Wed 12/4/19	163,165,164
167		Apply tack coat.	2 days	Thu 12/5/19	Fri 12/6/19	166
168		Spread AC pavement.	5 days	Mon 12/9/19	Fri 12/13/19	167
169		Spread AC friction course.	5 days	Mon 12/16/19	Fri 12/20/19	168
170	2270	Traffic Striping & Pavement Markings.	28 days	Mon 12/23/19	Fri 1/24/20	966
171		20 days curing of AC pavement.	20 days	Mon 12/23/19	Fri 1/17/20	169
172		Install traffic signs and controls.	2 days	Thu 1/16/20	Fri 1/17/20	171FF
173		Lay-out and marking.	2 days	Mon 1/20/20	Tue 1/21/20	172
174		Apply traffic stripes, directional markings, and install pavement markings.	3 days	Wed 1/22/20	Fri 1/24/20	173
175	2280	Miscellaneous Restorations and Close-up	28 days	Mon 12/23/19	Thu 1/30/20	169
176		INSTITUFORM TO COMPLETE WORK	1 day	Fri 8/30/19	Fri 8/30/19	
177	3000	CLOSE-OUT	15 days	Mon 1/27/20	Mon 2/17/20	
178	3010	Pre-final Inspections	2 days	Mon 1/27/20	Tue 1/28/20	158,174
179	3020	Demobilization and Final Close-up.	3 days	Wed 1/29/20	Fri 1/31/20	178
180	3030	Final Inspection.	1 day	Mon 2/3/20	Mon 2/3/20	179
181	3040	Close-out Submittals	10 days	Tue 2/4/20	Mon 2/17/20	180
182	3050	Contract Completion	1 day	Mon 2/17/20	Mon 2/17/20	181FF



Project: S15-005-EPA COnstruction Schedule
Pro^{Pacific} Builders Corporation
Date: Tue 2/26/19

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

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Enclosure 2

PROPACIFIC BUILDER CORPORATION

(formerly Guam Yooshin Corporation)
750 Route 8 Suite 202 Hanam Plaza,
Barrigada, Guam 96913
T. 671.477.3109 | F. 671.477.7424 | pgyc@guam.net

Date; November 29, 2019

To: George Watson, PE
Program Manager
Brown & Caldwell

Thru: Tyrone De Guzman, PE
Project Manager
EMPSCO Engineering Consultants

Subject: **S15-006-EPA (Schedule A)**
Route 4 Relief Sewerline Rehabilitation and Replacement

Reference: **REQUEST FOR COST ADJUSTMENT DUE TO DPW PERMIT CONDITIONS**

Dear Mr. Watson,

Due to the conditions set by DPW on our Building Permit and Highway Encroachment Permit which limit the working time during normal work days to just six (6) hours per day instead of 8 hours, a time adjustment is necessary and this will likewise impact the cost to succesfully complete the project. Attached is the detailed calculations and references for our request of cost adjustment associated with the impact of DPW Permit Conditions for the said project. Below are the explanations for the calculations:

1. Permits & Clearances: All utility clearances are required to be renewed to cover the duration of the construction phase. DPW-HEP and DZSP charge fee for these (please see attached copies of the receipts). We did not put our marked up on these as well as labor cost for processing.

2. **Direct Costs** .: Please see breakdown on the calculation.

3. Additional Traffic Control Devices and Set-ups: Please see the attached spreadsheet comparing the quantities of temporary traffic signs from Bid Drawings versus the Final Permit Drawings approved by DPW. We minimized the order quantities as much as possible.

4. Workers 1-hr Idle Time Adjustment: DPW approved the permit with conditions that "No work between the hours of 6:00AM-9:00AM and 4:00PM-6:00PM during weekdays". This reduced our production time of 2 hours daily although we need to pay our workers the complete 8 hours daily otherwise we are going to lose them. Only 1-hr idle time was charged based on our 2nd negotiation with EMPSCO and the other 1-hr will be shouldered by PPBC.

5. Bond & Insurance: Insurance companies insured the projects by month. We divided our contract cost item by month to the original duration of the project in getting the unit cost as a basis.

To have our share of the burden with the government, although the following are direct cost on our part we did not charge these:

1. We did not put labor cost for the processing of Permits and Clearances renewals.

2. Additional dewatering costs brought about by this limitation in time such as manpower, pumps & hoses, and gasoline consumptions. Since number of days for excavation activity became greater than an 8-hour working days, so as the number of times we have to dewater the trenches. Dewatering the trenches each day before we can start digging usually takes 2-3 hours or more.

3. Heavy equipments idle time and extended rental cost.

4. Concrete barriers and the additional traffic drums required by DPW and other high visibility warning devices.

5. The first set of re-routing advisory boards (3 each) including installation cost. These were replaced with new ones.

6. Additional temporary traffic signs with stands requested by Sinajana Mayor.

7. Although we already have a big excavator on site intended for trenching works, we were forced to rent a smaller excavator to fit in our activity area just to comply with the "2-lane open at all times" condition of the permit.

8. Overtime payment for Outside Normal Work Hours of the RPR and archeological monitor due to necessity of working during the weekends to be able to close one more lane of the road.

With these circumstances that are beyond our control, which have made a great impact on our construction cost, we are requesting for an **additional of $ 276,760.19** in order for us to complete the project that conforms to our agreement.

Please do not hesitate to get in touch with us if you wish to discuss this further.

Thank you very much.

Sincerely,

Jerlie M. Gutierrez
Project Manager
ProPacific Builder Corp.

Noted:

Jean Yeon Yu
President
ProPacific Builder Corp.

S15-006-EPA Route 4 Relief Sewerline Rehabilitation And Replacement

Cost Adjustment Due to DPW Permit Conditions

Description	Cost on Existing Contract					Change Order Cost		
	Contract Cost	Qty	Unit	Unit Cost	Reference	Add'l Qty	Unit	Cost Adjustment
1 Extended Permit and Clearance Fees (DZSP & HEP only)					See Cost Reference "A"			
Highway Encroachment Permit				25.00	HEP -19-007	6	Mo	150.00
DZSP Clearance				1,650.00	DZSP21 Dig Permit	2	/3 Mo.	3,300.00
2 **Direct Costs**	340,784.80	15	Mo	22,718.99		6.5	Mo	
Operations Manager				4,000.00		3	Mo	12,000.00
Project Manager				6,000.00		6.5	Mo	39,000.00
Liaison Officer/Project Engineer				4,000.00		6.5	Mo	26,000.00
Site Superintendent				4,000.00		2	Mo	8,000.00
Office Expenses & Service Vehicles				4,718.99		6.5	Mo	30,673.44
3 Additional Traffic Control Devices and Set-ups.					See Cost Reference "C":			
Traffic Signs		18	Set	145.20	Pacific Sign Shop Invoice	56	Set	8,131.20
Number of Set-ups (& Removal)		107	Ea	20.00	See Cost Reference "C"	168	Ea	3,360.00
Advisory Boards (first 3 sets not charged)		0	Set	491.48	Pacific Sign Shop Invoice	3	Set	1,474.45
Arrow Panel		2	Set	14,139.00	Nico & CTSI Invoice	1	Set	14,139.00
4 Workers 1 Hr. Idle Time Adjustment (Equipments not charged)				167.66	See Cost Reference "D"	188	WD	31,521.00
					SUB-TOTAL			**177,749.09**
					Overhead & Profit (15%)			**26,662.36**
					SUB-TOTAL			**204,411.45**
					GRT (5.21%)			**10,654.95**
5 Extended Bond & Insurance	132,201.00	15	Mo	8,813.40	See Cost Reference "E": SOV Item 2.0	7	Mo	61,693.80
					TOTAL COST			**276,760.19**

public works

COST REFERENCE "A"

Government of Guam
Intra-Office Memorandum

RECEIVED
JUN 21 2019
TREASURER OF GUAM
ONE STOP OFFICE
INITIAL

HEP-19-007

Date: _____

TO: Treasurer of Guam

PAYOR : **PROPACIFIC BUILDER CORPORATION**

Description	Account Name	Account No.	Amount
Highway Encroachment Permit Fee	Application Fee (Non-refundable)	310056204	7 X $25.00 (7 MONTHS)
Cash Deposit Fee for Excavation in the Roadway (Public Law 31-83)	Cash Deposit Fees (Refundable)	120823110	
Contractor Cash Deposit Fees prior to Public Law 31-83 (Oct.31, 2011)	Cash Deposit Fee (Refundable)	110023110	
Performance Bond (Company Insurance)	Company Insurance Bond Number #.	Bond Number:	SIS-006-EPA
	TOTAL:		$175.00

PURPOSE: SEWER LINE REHABILITATION & REPLACEMENT

TREASURER OF GUAM
(671)475-1122/(671)475-1105
RECEIPT NO 2219093888
DATE 06/21/2019 14:36
LOC/STATION 04/000000000O1
CASHIER TOGQUICV
PAY METHOD CHECK
AMOUNT $175.00

REFERENCE NO #####-007
DOCUMENT NO PROPACIFIC BLDR
TAX TYPE 310056204
AMOUNT $175.00

TOP COPY-MERCHANT BOT COPY-CUSTOMER

Signature of Authorizing Agent/ Issuing Office

1

DIGPMT
RTE 4

DZSP121

Customer Payment Information Sheet

Company or Command	Date
ProPacific Builders Corp	October 17, 2018
Point of Contact	**Telephone & Fax No.**
Jerlie M. Gutierrez	888-5602 / 477-3109
Address	**E-mail Address**
750 Rte 8 Ste 202 Barrigada GU	rgyc@guam.net

k:
ine along Rte 4 in the intersection of O'Brian drive and install
les along Rte 4 in Hagatna in the intersection of O'Brian Drive
n of Marine Drive.

DZSP 21 LLC
BLDG 100 NBG COMPLEX
SANTA RITA, GU 96915
10/19/2018 09:47:22
CREDIT CARD
MC SALE

CARD #	XXXXXXXXXXXX6598
INVOICE	0001
SEQ #:	0001
Batch #:	001519
Approval Code:	016743
Entry Method:	Manual
Mode:	Online
Tax Amount:	$0.00
SALE AMOUNT	$1650.00

CUSTOMER COPY

$1,650.00

Payment Information

thod of payment:

☐ Cash	☐ Check

x 2

$3,300

ia credit card, please fill in the following information:

d: KEVIN Y K YU

	Expiration Date:
[redacted]	[redacted]

ZSP does NOT accept AMERICAN EXPRESS)

VISA or MASTERCARD

Kevin Yu

(NOTE: Failure to provide this information will cause delay in processing payment). Please e-mail the completed form to: DZSP21CommercialProject@dzsp21.com or fax it to 671-339-3987.

TO BE COMPLETED BY DZSP 21

UOR No./ Cost Estimate No.	Project Abbreviation

VALID FOR 3 MONTHS ONLY

B5 145-2019
WO# 691604
Abbrev: VFMDIG

ANNEX 1501 FACILITIES MANAGEMENT AND ENGINEERING SERVICES

SECTION D – CLEARANCE APPROVAL *(To be completed by DZSP 21)*

CLEARING ELEMENTS	REMARKS	SIGNATURE
1. NAVY ELECTRICAL DISTRIBUTION	See attached clearance.	SABER.MILDRED.R.1267342004
2. NAVY POTABLE WATER DISTRIBUTION	See attached clearance.	SABER.MILDRED.R.1267342004
3. NAVY STEAM DISTRIBUTION	N/A	
4. NAVY WASTE WATER DISTRIBUTION	See attached clearance.	SABER.MILDRED.R.1267342004
5. ENVIRONMENTAL	(See attached Clearance, reference Form. no. ENV-F-0120/Annex 1800 document)	

SECTION E – CLEARANCE REVIEW/APPROVAL *(To be completed by NAVFACMARIANAS, coordinated by DZSP21)*

1. NAVY COMMUNICATION LINE (by BaseComm)	See attached clearance.	SABER.MILDRED.R.1267342004
2. NAVY POL (by Fuel Division)	N/A	

SECTION F – CLEARANCE REVIEW/APPROVAL *(To be provided by Requester)*

1. OTHERS (Non NAVY Utilities) (by respective owner)

- [X] DOCOMO PACIFIC
- [X] GTA TELEGUAM
- [ ] GPA
- [ ] GWA
- [ ] Others (Specify) _____

(See attached Clearance documents submitted by CME/Requester)

SECTION G – ESS/UNEXPLODED ORDNANCE (MEC/MPPEH) *(To be identified by DZSP 21)*

Per Explosives Safety Submission Munitions Response SItes GUAM CONSTRUCTION SUPPORT, Amendment series.
NOTE: For DZSP21 internal requests and DZSP21 contracted work, Excavation Permit will not be approved without ESS Compliance. For all others, ESS Compliance is the responsibility of the requesting Department/Activity (See section B1). Contact NBG PWD 333-1326 for compliance requirements.

LIKELIHOOD AREA (See JRM ESS Figures 1-2 Series)	COMPLIANCE
[X] Not Applicable (Non DoD Project) [ ] Low (Green)	No action required ahead of construction. Construction site shall be managed as a low likelihood.
[ ] Moderate (Yellow) or High (Red). Site requires compliance for the construction footprint to applicable depths	NOT cleared. Actions required ahead of construction. Area is a safety hazard and may constitute an imminent and substantial endangerment to personnel and the local population. For all areas, emergency excavation on existing utility trench footprint is designated as occurring in a low likelihood. [ ] Proceed with Excavation per Anomaly Avoidance technique as per JRM ESS Sec 6.1.5

SECTION H – REMARKS/CAVEATS/VALIDITY/APPROVAL *(To be completed by DZSP 21)*

If unexploded ordnance is uncovered, STOP EXCAVATION, and call the following:
- 911
- JRM Region Operation Center (ROC) at 349-4004
- NBG Emergency Operation Center (EOC) at 339-7760/7338

If any utility damages occur, contact DZSP 21 Service Support Center (SSC) at 339-4400.
If any inadvertant archeological discovery, STOP WORK, and contact NAVFAC Environmental at 339-2093.
Upon project completion, discard utility marking flags, if any.

1. CLEARANCE VALID UNTIL (MM/DD/YYYY)	2. SIGNATURE	3. DATE (MM/DD/YYYY)
11/06/2019	Agustin M. Sapalo, P.E.	08/06/2019

COST REFERENCE "C"

S15-006-EPA TRAFFIC CONTROL SIGNS

BID DRAWINGS

ACTIVITIES	Rehab SMH-183	Rehab SMH-181A	Rehab SMH-181	Rehab SMH-180 ; Plug & abandon SL-9482	New SMH-69088; Demolish SMH-10312	Rehab SMH-6908	Rehab SMH-6907	Rehab SMH-6906	Rehab SMH-6905	Rehab SMH-6904	Rehab SMH-6903	Replace SL-67648 ; Rehab SMH-6902	Replace SL-67704A	New SMH-6901A & SMH-493A ; Install 12" Pipe ; Plug w/ CLSM 12" pipe.	Rehab SMH-6901 ; New 18" Interlie	Rehab SMH-6900	Rehab SMH-6899	Remove 15" Plug ; Plug SL-9850 w/ CLSM	TOTAL NUMBER OF SET-UP WORKS	ORDER QUANTITIES
PHASES OF WORKS	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Phase 10	Phase 11	Phase 12	Phase 13	Phase 14	Phase 15	Phase 16	Phase 17	Phase 18		REGULAR
TRAFFIC SIGNS																				
Wordings / **Description**																				
END ROAD WORK — Black legend on an Orange background.	1	1	1	1	1	1	1	2	1	1	1	1	1	1	1	1	1		18	2
*reflectorized																				
RIGHT LANE MUST TURN RIGHT — Black legend and border on a White background	1	1										2	1	1					6	2
*reflectorized																				
RIGHT LANE CLOSE AHEAD — Diamond-shaped with Black symbol or message and border on an Orange background.	1																		1	1
*reflectorized																				
LEFT LANE MUST TURN LEFT — Black legend and border on a White background														1					1	1
LEFT LANE CLOSED AHEAD — Diamond-shaped with Black symbol or message and border on an Orange background.									1	1	1	1	1	1	1	1	1		9	1
*reflectorized																				
MEDIAN LANE CLOSED AHEAD — Diamond-shaped with Black symbol or message and border on an Orange background.							1	2											3	2
*reflectorized																				
ROAD WORK AHEAD — Diamond-shaped with Black symbol or message and border on an Orange background.	1	1	1	2	1	1	2	1	2	1	1	1	1	1	1	1	1		20	2
*reflectorized																				
CENTER LANE CLOSED AHEAD — Diamond-shaped with Black symbol or message and border on an Orange background.			1	1															2	1
CENTER TURNING LANE CLOSED AHEAD — Diamond-shaped with Black symbol or message and border on an Orange background.																				
LANE CLOSED AHEAD & MERGE LEFT — Black legend and border on a White background																				

PER DPW PERMIT REQUIREMENTS

ACTIVITIES	Rehab SMH-183	Rehab SMH-181A	Rehab SMH-181	Rehab SMH-180 ; Plug & abandon SL-9482	New SMH-69088; Demolish SMH-10312	Rehab SMH-6908	Rehab SMH-6907	Rehab SMH-6906	Rehab SMH-6905	Rehab SMH-6904	Rehab SMH-6903	Replace SL-67648 ; Rehab SMH-6902 ; New SMH-6901A	Replace SL-67704A	Rehab SMH-6901 ; New 18" Interlie	Rehab SMH-6900	Rehab SMH-6899	Remove 15" Plug ; Plug SL-9850 w/ CLSM	Plug w/ CLSM SL-9382A	AC Resurfacing	Plug w/ CLSM 12" Pipe	TOTAL NUMBER OF SET-UP WORKS	ORDER QUANTITIES	
PHASES OF WORKS	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Phase 10	Phase 11	Phase 12	Phase 13	Phase 14	Phase 15	Phase 16	Phase 17						REGULAR	REFLECTORIZED
TRAFFIC SIGNS																								
Wordings / **Description**																								
END ROAD WORK — Black legend on an Orange background.	3	3	2	3		3	3	3	4	4	5					3	3					39	5	
*reflectorized					2							5	4	3	2							16		5
RIGHT LANE MUST TURN RIGHT — Black legend and border on a White background	1	1														1						3	1	
*reflectorized												2	1		1							4		2
RIGHT LANE CLOSE AHEAD — Diamond-shaped with Black symbol or message and border on an Orange background.	2			1																		3	2	
*reflectorized					2																	2		2
LEFT LANE MUST TURN LEFT — Black legend and border on a White background																								
LEFT LANE CLOSED AHEAD — Diamond-shaped with Black symbol or message and border on an Orange background.						1	1		2	2	2					1	1					10	2	
*reflectorized												2	1	1	1							5		2
MEDIAN LANE CLOSED AHEAD — Diamond-shaped with Black symbol or message and border on an Orange background.																								
*reflectorized															1							1		1
ROAD WORK AHEAD — Diamond-shaped with Black symbol or message and border on an Orange background.	3	3	4	4		5	4	6	5	5	5					3	3					50	6	
*reflectorized					5							4	4	3	4							20		5
CENTER LANE CLOSED AHEAD — Diamond-shaped with Black symbol or message and border on an Orange background.			1	1													1					3	1	
CENTER TURNING LANE CLOSED AHEAD — Diamond-shaped with Black symbol or message and border on an Orange background.							1	4	1							1						7	4	
LANE CLOSED AHEAD & MERGE LEFT — Black legend and border on a White background		1																				1	1	

(1)

MAKE U-TURN AT CENTER LANE NEAR MCDONALDS	Black legend and border on a White background																																											
	**reflectorized*																																1	2								3		2
MAKE U-TURN AT CHALAN STO. PAPA INTERSECTION	Black legend and border on a White background																																											
	**reflectorized*																																1	2								3		2
MERGE LEFT	Diamond-shaped with Black symbol or message and border on an Orange background.																								1																	1	1	
	**reflectorized*																									1																1		1
MERGE RIGHT	Diamond-shaped with Black symbol or message and border on an Orange background.																										1	1														2	1	
KEEP RIGHT	Black legend and border on a White background																										1															1	1	
	**reflectorized*																									1																1		1
NO LEFT TURN	Black legend and border on a White background																																											
	**reflectorized*																																1	3								4		3
LEFT TURN CLOSE AHEAD	Diamond-shaped with Black symbol or message and border on an Orange background.																																											
	**reflectorized*																																	2								2		2
SLOW	Diamond-shaped with Black symbol or message and border on a Yellow background.																																					1				1	1	
	**reflectorized*																																2									2		2
25 MPH	Black legend on a Yellow background.	2	2	1	2	1	1	2	1	3	2	2	4	3	4	2	2	2		36	4	4	5	3	3		5	4	6	6	7	7					3	3				56	7	
	**reflectorized*																									5							6	4	3	4						22		6
(Lane Merging)	Diamond-shaped with Black symbol or message and border on an Orange background.									1	1	1	1	1	1	1	1	1		9	1																	1					1	
(Lane Merging)	Diamond-shaped with Black symbol or message and border on an Orange background.																													1	1	1				1	1					5	1	
	**reflectorized*																																2	2	1							5		2
(Arrows Separating Direction)	Diamond-shaped with Black symbol or message and border on an Orange background.			1	1															2	1			1	1																	2	1	
		6	6	5	7	3	3	6	8	8	8	6	10	8	10	6	6	8	8	107	18	13	13	11	14	16	16	14	19	19	19	20	25	25	11	14	13	13	9	9	9	275	36	38
MISCELLANEOUS																																												
Arrow Panel 1 Direction	Flashing arrow panel w/ atleast 12 Yellow panel lamps.	1	1				1	1	1	1	1	1	1							9	1	1	1				1	1		1	1	1					1	2				10	2	
Arrow Panel 2 Direction	Flashing arrow panel w/ atleast 12 Yellow panel lamps.			1	1					1			1							4	1			1	1																	2	1	
Re-routing Advisory Boards																					0												3	3	3							3	3	

Pacific Signshop

Mailing Address: 111 Chalan Balako PMB 565
Dededo Guam 96929

Phone: 649-3581/ 888-5880/ 483-5650
Fax: 649-5650
Email: psignshop@gmail.com /
psignshop2@gmail.com

Physical Address: 1270 N. Marine
Corps Drive
Ste 105 Upper Tumon, Guam 96913

Invoice

Date	Invoice #
8/19/2019	19-08-0079

Bill To

PROPACIFIC BUILDERS
Attn: BRO. JERLIE
Ce: 888-5602
Tel: 477-3109
Fax:477-7424

SIGNAGE - EPA
SITE 4 GUAM

P.O. No.	Terms
	30 days

Quantity	Description	Rate	Amount
2	ea. 36" x 36" Reflective vinyl print mounted on galvanize MERGE LINE [symbol]	75.00	150.00

TRAFFIC SIGNS 25.00
WOOD STAND (PAINT NOT INCL) 15.00
LABOR FOR WOOD STAND 30.00
OH/PROFIT/SITE SUPV. (21%) 120.00
25.20
$ 145.20 EACH

Paid

PACIFIC SIGN SHOP
1270 NORTH CORP DR
STE 105
TAMUNING, GU 96913
(671) 649 3581

Bank ID: 1394
Merchant ID: 9487
Term ID: 001

Sale

XXXXXXXXXXXX6598
MASTERCARD Entry Method: Chip

Amount: $ 150.00
Tax: $ 0.00
Total: $ 150.00

08/19/19 10:39:52
Inv #: 000004 Appr Code: 064290
Approvd: Online Batch#: 230001
Retrieval Ref.#: 34219277

MasterCard
AID: A0000000041010
TSI: E800
TVR: 0000008000

Customer Copy

Term net 30, this invoices is payable within 30 days.
A late payment charge of 10% per month will be added to any invoice not paid w/in 30 days of invoices date. In case of default, addressee is responsible for collection cost of up to 33-13% in referred to collection agency, and for attorneys & court filing fees if referred for legal action.

Total $150.00

Print & Signature

Date

(3)

Pacific Signshop

Mailing Address: 111 Chalan Balako PMB 565
Dededo Guam 96929

Phone: 649-3581/ 888-5880/ 483-5650
Fax: 649-5650
Email: psignshop@gmail.com /
psignshop2@gmail.com

Physical Address: 1270 N. Marine Corps Drive
Ste 105 Upper Tumon, Guam 96913

Invoice

Date	Invoice #
7/3/2019	19-07-0016

$15.00 - EPA RTE 4, GWA

Bill To

PROPACIFIC BUILDERS
Attn: Bro. JERLIE
Ce: 888-5602
Tel: 477-3109
Fax:477-7424

ADVISORY BOARDS

P.O. No.	Terms
	30 days

Quantity	Description	Rate	Amount
	Project: GWA Route 4 Sign		
3	ea. 4' x 8' Banner print	160.00	480.00
	Discount	-30.00	-30.00

BANNERS 450.00

FRAME - 3 PCS PLYFORM @ 28.55 = 85.65

18 PCS 2X4X10 @ 3.50 = 63.00

MISC. MATLS 20.00 168.55

LABOR COST 600.00

SUB TOTAL 1,218.55

OH/PROFIT/SITE SUP. (21%) 255.90

1,474.45

paid
07/05/19
- MC -

PACIFIC SIGN SHOP
1270 NORTH CORP DR
STE 105
TAMUNING, GU 96913
(671) 649 3581

Bank ID: 1294
Merchant ID: 9481
Term ID: 001

Sale

XXXXXXXXXXXX6598
MASTERCARD Entry Method: Chip

Amount: $ 450.00
Tax: $ 0.00
Total: $ 450.00

07/05/19 09:07:16
Inv #: 000001 Appr Code: 01992J
Approvd: Online Batch#: 185001
Retrieval Ref.N: 31855434

MasterCard
AID: A0000000041010
TSI: E800
TVR: 0000008000

Customer Copy

le within 30 days.
month will be added to any invoice not paid w/in 30 days of invoices
s responsible for collection cost of up to 33-13% in referred to
s & court filing fees if referred for legal action.

Total $450.00

Print & Signature

Date 7/5/2019

(4)

NICO ELECTRONICS — INVOICE

Mailing Address: P.O.Box 9984
City, State, ZIP: Tamuning, GUAM 96931
Business Address: 252-1 Mabini Street
(671) 864-9963
Dededo,Guam 96912
Business Lisence no. 201200054 / D.U.N.S # 855021733

Customer:
PROPACIFIC BUILDERS
JERLIE GUTIERREZ
6718885602

ARROW PANELS

QUOTATION NUMBER	NEI052320191
QUOTATION DATE	May 23, 2019
ACCOUNT NO.	
TERMS	
SALES REP	**GERALD**
SHIPPED VIA	OCEAN FREIGHT
F.O.B.	CALIFORNIA
PREPAID or COLLECT	**PREPAID**

Sales Tax Rate: 0.00%

QUANTITY		EACH	AMOUNT
3	Arrow Board Solar assisted 15 LED light with batteries mounted on trailer. Dimesions:100"x96"x92" Weight (approx.): 420 kg (920 lb.) ea	$10,999.00	$32,997.00
3	Replacement Taillights for arrow Board	Free of Charge	
8	Tire ring replacement for Drums	Free of Charge	
		SUBTOTAL	$32,997.00
	****** Product lead time is 2 Weeks ARO**	INLAND FREIGHT	INCLUDED
		OCEAN FREIGHT / DELIVERY	
		INSURANCE	$0.00
		TAX	INCLUDED
		TOTAL	$32,997.00
			$32,997.00
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Name:Gerald Driza
(671) 864-9963
nicoelectronics@guam.net
nicoelectronics10@gmail.com

MAKE ALL CHECKS PAYABLE TO:
Nico Electronics
Gerald V. Driza
Address: P.O.Box 9984
City, State, ZIP: Tamuning, Guam 96931

THANK YOU FOR YOUR BUSINESS!

ARROW PANELS — 10,999.00
SHIPPING COST — 3,140.00
14,139.00 EACH

(5)

CTSI Logistics
Moving the world

P.O. Box 6067 • Tamuning, Guam 96931
Tel: (671) 646-2853/54 • Fax: (671) 646-2855

Invoice No: SI1907172
Invoice Date: 09/11/2019

INVOICE

Bill To :
NICO ELECTRONICS (NICOE1501)

SIS 005-EPL
RTE 4 GWA

Job Type/Job No : SI / SI1902336GUM
Flight/Vessel No : RJ PFEIFFER 445"
MAWB/MBL No. : 7012808
HAWB/HBL No. : CTIBGUM194482LAX
Credit Terms : Pay Immediately
Due Date : 09/14/2019
Shipper : NICO ELECTRONICS
Consignee : NICO ELECTRONICS

Description	QTY	Unit Price	Amount
OFC OCEAN FREIGHT CHARGES	1.00	9420.080	9,420.08

÷ 3
3,140.00

Commodity : GENERAL CARGO
Remarks :
MATU4612170/45 - 3 UNT
Bank Details :
BANK OF GUAM
P. O. Box BW
Hagatna Guam 96932
ACCT. NAME: CTSI LOGISTICS
ACCT. NO.0102-071693

Total Amount 9,420.08

Prepared By: Aisa Pineda
Signature over printed name

* SHIPPING COST OF ARMOR BOLT

Authorized Signature

Please read carefully - additional terms and conditions.
1. Customer by signing this invoice expressly agrees with all the terms and conditions hereof.
2. Overdue amounts refer to those accounts not paid within 30 days after each separate transaction. In the event of late payment, CTSI may convert your account to "Cash Basis Only" and late penalty charge of 1.5% per month shall be assessed on over due accounts.
3. If your account is referred to an attorney or collection agency for collection, you shall be required to pay collection charges, cost of suit(s), and reasonable attorney's fees.
4. If you have any question on the above transaction(s), or any portion of this invoice, you should communicate your questions to CTSI in writing within 10 days from receipt of this invoice.
5. You will be required to pay $25.00 fee for each check returned by the bank.
6. For credit card payment, a convenience fee applies.

CUSTOMER'S COPY - WHITE * FINANCE COPY - YELLOW * MASTER COPY - GREEN

Gum-FO-F009
May 17, 2004
Issue No. 01

MARIANA EXPRESS LINES, Ltd.
CTSI Logistics as Agent

9/13/2019

(6)

COST REFERENCE "D"

Manpower Idle Time Calculation

NORMAL CONSTRUCTION DAYS

Per Revised Construction Schedule: Jul 15, 2019 to - Jun 17, 2020

	Month	Calendar Days	Holidays	Regular Work Days
1	July	16	1	13
2	August	31		22
3	September	18	0	13
4	October	31		23
5	November	30	3	18
6	December	31	2	20
7	January	31	2	21
8	February	28		20
9	March	26	1	18
10	April	31		22
11	May	31	1	20
12	June	17		13
	TOTAL	**274**	**9**	**188**

IDLE TIME COST

1-hour per work day

	CATEGORY	NO.	RATE	FICA	TOTAL RATE/HR	IDLE TIME COST/WD
1	Site Superintendent	1	23	1.7595	24.7595	24.7595
2	Supervisor	1	23	1.7595	24.7595	24.7595
3	Foreman	1	20	1.53	21.53	21.53
4	Mason	1	20	1.53	21.53	21.53
5	Operator	1	18	1.377	19.377	19.377
6	Unskilled Laborer	5	10.35	0.791775	11.141775	55.708875
Note:	*Health Insurance was not included in this calculation.*				Sub-total	**167.66488**
	Workers only, the heavy equipment idle time was not included.				Work days	188
					Manpower Idle Time Cost	**31,521.00**

SCHEDULE OF VALUES

COST REFERENCE 'E'

Owner:	Guam Waterworks Authority	Name & Address of Contractor:	
Project Number:	S15-006-EPA	Pro-Pacific Builder Corp.	
Project Location:	Route 4 Hagatna, Guam	750 Rte.8 Ste. 202, Hanam Palza, Barrigada, Guam	
Construction Manager:	EMPSCO	(671) 477-3109	

Contract Description

Route 4 Relief Sewer Line Rehabilitation And Replacement
GWA Project No#. S15-006-EPA

BID ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
GENERAL REQUIREMENTS					
2.0	**Bond & Insurance**	**LS**	**1.00**	**132,201.00**	**132,201.00**
3.0	**Building Permit Fees & Clearances**	**LS**	**1.00**	**44,067.00**	**44,067.00**
CONSTRUCTION					
1.0	**Mobilization & Demobilization**	**LS**	**1.00**	**293,780.00**	**293,780.00**
1.1	Mobilization	LS	1.00	205,646.00	205,646.00
1.2	Demobilization	LS	1.00	88,134.00	88,134.00
4.0	**12" PVC pipe, installed by open trench, including PVC pipe, fittings, warning/identification tape, cleaning, connections to manholes, adjustment existing channel and bench, testing, and all incidentals, in place complete.**	**LF**	**22.00**	**1,500.00**	**33,000.00**
4.1	Installation of new 12" PVC Pipe & fittings, including warning/identification tape, cleaning, testing, & CCTV.	LF	22.00	1,260.00	27,720.00
4.2	Connection to manholes, adjustment existing channel & bench.	EA	2.00	2,640.00	5,280.00
5.0	**18" PVC pipe, installed by open trench, including PVC pipe, fittings, warning/identification tape, cleaning, connections to existing manholes, adjustment existing channel and bench, testing, and all incidentals, in place complete.**	**LF**	**12.00**	**1,800.00**	**21,600.00**
5.1	Installation of new 18" PVC Pipe & fittings, including warning/identification tape, cleaning, testing, & CCTV.	LF	12.00	1,350.00	16,200.00
5.2	Connection to existing manholes, adjustment existing channel & bench.	EA	2.00	2,700.00	5,400.00
6.0	**30" PVC pipe, installed by open trench, including existing pipe removal, pipe, fittings, warning/identification tape, cleaning, manhole connections, testing, and all incidentals, in place complete.**	**LF**	**461.00**	**2,000.00**	**922,000.00**
6.1	Removal of exisitng Spirolite pipes & fittings including hauling and disposal.	LF	461.00	320.00	147,520.00
6.2	Installation of new 30" PVC Pipe & fittings, including cleaning, testing, warning/identification tape, & CCTV.	LF	461.00	1,650.00	760,650.00
6.3	Installation of manhole connections.	EA	4.00	3,457.50	13,830.00

Exhibit D

Exhibit D

Cost Adjustment for Accelerated Work Along Route 4:	$90,223.20
Cost to Accelerate Work at SMH-181A:	$21,658.15
Total Cost:	$111,881.35
Remaining Contingency Funds:	$64,024.61
Change Order Amount:	$47,856.74

Route 4 Relief Sewer Line Rehabilitation And Replacement
GWA Project No#. S15-006-EPA

COST ADJUSTMENT FOR ACCELERATED WORK ALONG ROUTE 4

BID ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
10.0	**Grout Injection**				
10.1	Cleaning & disinfecting of SMH, flushing of odor, air monitoring.	EA	6.00	2,000.00	12,000.00
10.4a	Additonal Materials				
	Air freight cost of Grout injection materials.	LS	2.00	711.60	1,423.20
10.6	Traffic Control, environmental control, and safety devices.	EA	6.00	4,000.00	24,000.00
12.0	**Unplug 21" existing pipe at SMH-6897.**				
12.3	Cleaning & disinfecting of SMH, flushing of odor, air monitoring.	EA	1.00	2,000.00	2,000.00
12.4	Traffic Control, environmental control, and safety devices.	LS	1.00	4,000.00	4,000.00
13.5	Sewer flow control	LS	1.00	7,200.00	7,200.00
	Temp. plug 21" SL after CIPP installation.				by Instituform.
13.0	**By-pass Work for Grout Injection**				
13.5	Sewer flow control	EA	6.00	3,600.00	21,600.00
13.7	Monitoring	LS	1.00	6,000.00	6,000.00
	Air compressor, air hose, & accessories @ $ 800.00				
	Supply/exhaust fans w/ flexible hose @ $ 500.00				
	Power generator & gasoline @ 800.00				
	Labor - 1 guy @ $260/day @ 15 days				
13.8	Spill containment/mitigation, temporary erosion control, traffic control measures, & related restoration works.	LS	1.00	12,000.00	12,000.00
	Watertank in trailer @ $ 3,000.00				
	Standby submersible pumps w/ hose & fittings @ $ 1,950.00				
	Standby annular plugs, test plugs, & inflatable plugs @ $ 2,100.00				
	Vacuum for erosion control @ $ 450.00				
	Labor for removing & disposal of sediments- 2 guys @ $150/day @ 15 days				
	TOTAL COST				**90,223.20**

Route 4 Relief Sewer Line Rehabilitation And Replacement
GWA Project No#. S15-006-EPA

CHANGE ORDER TO ACCELERATE WORK AT SMH-181A

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
1.0	Grout Injection Works				
	Air freight cost of Grout injection materials.	LS	1.00	500.00	500.00
	High-grade Acetone for cleaning of injection pump after each use.	GAL	8.00	82.00	656.00
	Service vehicles, grout injection pump, & other tools.	LS	1.00	2,400.00	2,400.00
	Labor - 3 guys (w/ 1 Certified Installer & 1 Confined Spaced Competent Person)	LS	1.00	3,600.00	3,600.00
				SUB-TOTAL	7,156.00
				Overhead & Profit (15%)	1,073.40
				SUB-TOTAL	8,229.40
				GRT(5.21%)	428.75
				TOTAL	$8,658.15
2.0	Cleaning & disinfecting of SMH.	EA	1.00	2,000.00	2,000.00
3.0	Traffic Control.	EA	1.00	4,000.00	4,000.00
4.0	By-pass and temporary plugs to isolate 181A.				by Instituform.
5.0	Ground water pumping/dewatering.	EA	1.00	4,500.00	4,500.00
6.0	Safety				
	Confined space equipments, retrieval, & air monitoring equipment.	LS	1.00	1,250.00	1,250.00
	Supply/exhaust fans w/ flexible hose, lightings, and power generator.	LS	1.00	750.00	750.00
	Miscellaneous disposable safety materials				
	Tyvek suits	LS	1.00	60.00	60.00
	Rubber gloves & hand gloves.	LS	1.00	40.00	40.00
	Face-mask with multi-gas cartridge & respirators.	SET	2.00	200.00	400.00
	TOTAL COST				$21,658.15

~~Allocate at least 5 days Additional Time~~

No additional time

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

RESOLUTION NO. 2020-01

AUTHORIZING MANAGEMENT TO REQUIRE ALL FUTURE UTILITY-SCALE AND NET ENERGY METERING SOLAR PHOTOVOLTAIC (PV) AND WIND TURBINE SYSTEMS TO HAVE FREQUENCY CONTROL CAPABILITY OR ENERGY STORAGE SYSTEM (ESS) IN ORDER TO BE TIED INTO ISLAND POWER GRID

WHEREAS, Guam Public Law 27-132 (December 2004) created Net Energy Metering (NEM) for Guam and assigned the Guam Public Utilities Commission (PUC) the responsibility for setting the Net Metering Rate for excess renewable energy fed into GPA's Distribution System; and

WHEREAS, NEM customers receive services from the grid subsidized by non-NEM customers including but not limited to:

1) Use of the grid to sell power (get credit at full retail rate for excess production);
2) Use of the grid to energize their homes at night, but credited back from their production (uses Island power grid as storage);
3) Frequency regulation absorbed by grid for intermittencies;
4) Reactive power supply;
5) Voltage regulation;
6) Stand-by power on overcast days that cannot produce sufficient power generation; and

WHEREAS, on February 9, 2020, GPA conducted a stakeholder outreach meeting concerning this proposed Resolution; and

WHEREAS, Exhibit A illustrates the intermittency of solar photovoltaic (PV) production and highlights that an Energy Storage System (ESS), such as a battery, or Frequency Control Capability is necessary to provide smooth energy into the customer premise or power grid; and

WHEREAS, a 25 MW utility-scale solar PV farm and an estimated 24 MW of net metering capacity are currently tied into the grid without ESS or Frequency Control Capability, resulting in significant intermittency which degrades the reliability of the island wide power system; and

WHEREAS, production graphs of the utility-scale Dandan solar PV farm (**Exhibit B**) during several consecutive weeks of rainy weather, aptly illustrates that solar PV production is inconsistent and requires substantial battery storage reserves; and

WHEREAS, Exhibit C illustrates the number of automatic under-frequency load shedding events have increased substantially over the past few years due to intermittency of solar PV systems tied into the island's power grid. As of October 31, 2019, GPA customers experienced 27 feeder trips or outages due to solar PV systems without ESS or Frequency Control Capabilities. Although the pending utility-scale 40 MW ESS will

control system frequencies and decrease these outages, the addition of more intermittent energy into the grid will continue to degrade system reliability; and

WHEREAS, the customers paying for the system grid are non-NEM customers who have been experiencing substantial outages due to solar PV intermittency; and

WHEREAS, GPA completed its Joint Renewable Integration Study (JRIS) with the United States Navy in July 2018, and made the following observations: (1) all PV added with and after Phase II Renewables project require additional ESS support during transient events; (2) all PV added with and after Phase II Renewables project require additional Short-Circuit Ratio (SCR) support supplied by GPA; (3) all ESS should have frequency droop control modes available; and (4) the PV systems and the energy storage should share the same DC bus configuration behind one inverter system to reduce the SCR burden on GPA and reduce the PV ramping effects due to intermittent solar irradiation; and

WHEREAS, JRIS recommends current and future projects, including the new flexible generation power plant, help ameliorate the above effects; and

WHEREAS, GPA cannot continue to add intermittent energy production into the grid without requiring all future customer owned solar PV and wind turbine systems to have Frequency Control Capability or Energy Storage System (ESS). Thus, GPA recommends that all new NEM customers must have Frequency Control Capability or Energy Storage System (ESS) after **June 01, 2020.**

WHEREAS, GPA could provide Energy Storage System (ESS) into the grid at low cost due to its opportunities through economies of scale.

WHEREAS, GPA will petition the PUC to create an Energy Storage Rate Schedule, a new NEM customer may select the new Rate Schedule in lieu of providing ESS or Frequency Control Capability. GPA recommends the initial Energy Storage Rate Schedule be set at $2.43 per kW per month, as installed.

WHEREAS, these moves will actually continue to promote the development of renewable energy on Guam and gives choices and flexibility to the individual in a way that is in their best economical interest.

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

1. The General Manager has determined that the number of automatic under-frequency load shedding due to solar PV systems has increased substantially over the past few years and uncontrolled solar PV energy has significantly degraded system reliability. Those whose reliability is impacted substantially are the non-NEM customers, which expect to have improved reliability when the 40 MW Energy Storage System (ESS) is completed.

2. GPA's existing policy is to have all future utility-scale solar PV or wind turbine systems, beginning with GPA's Phase II Renewables projects, be equipped with ESS in order to improve reliability.

3. GPA cannot continue to add intermittent energy production into the grid without requiring all future customer owned solar PV and wind turbine systems to also have frequency control capability or ESS.

4. After **June 01, 2020**, all new utility-scale, and NEM solar PV and wind turbine systems must have Frequency Control Capability or ESS in order to be tied in to island power grid.

5. GPA is authorized to petition the PUC to create an Energy Storage Rate Schedule, a new NEM customer may select the new Rate Schedule in lieu of providing ESS or Frequency Control Capability. GPA recommends the initial Energy Storage Rate Schedule be set at $2.43 per kW per month, as installed.

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

DULY and REGULARY ADOPTED and APPROVED THIS 21st DAY OF FEBRUARY, 2020.

Certified by:	Attested by:
JOSEPH T. DUENAS	MICHAEL T. LIMTIACO
Chairperson	Secretary
Consolidated Commission on Utilities	Consolidated Commission on Utilities

I, Michael T. Limtiaco, 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:	6
Nays:	0
Absent:	0
Abstain:	0

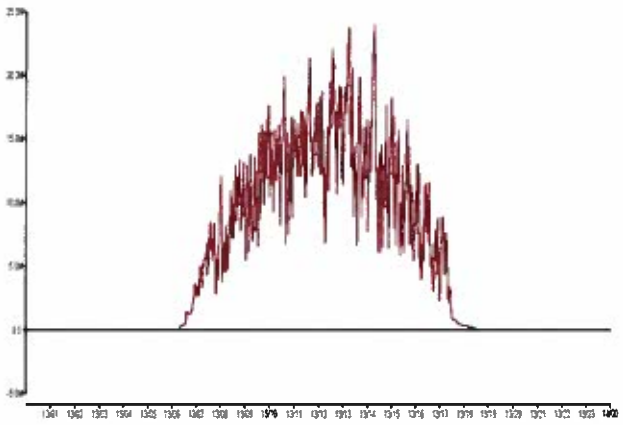


Exhibit A

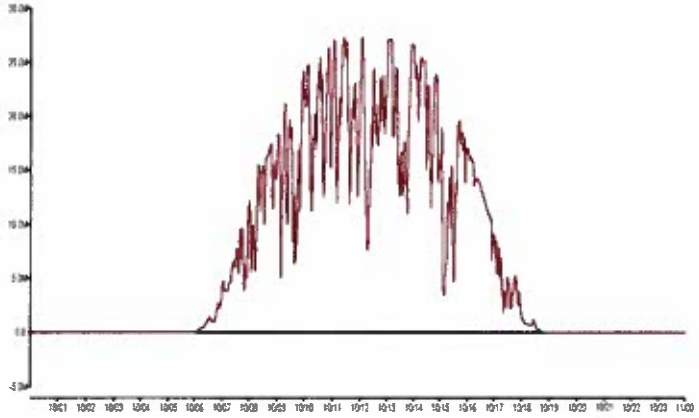
NEM (SOLAR PV) CUSTOMER PROFILE

INTERMITTENCY

Peak Output
26.5 MW



Peak Output
23 MW



Residential NEM Solar PV System Size = 24.70 kW		
TIME OF DAY	**kWh**	
	GPA → NEM	**GPA ← NEM**
0000 – 0700	22.56	-
0700 – 1800	7.44	69.35
1800 – 0000 (Evening Peak)	24.67	
Net GPA	**-14.68**	

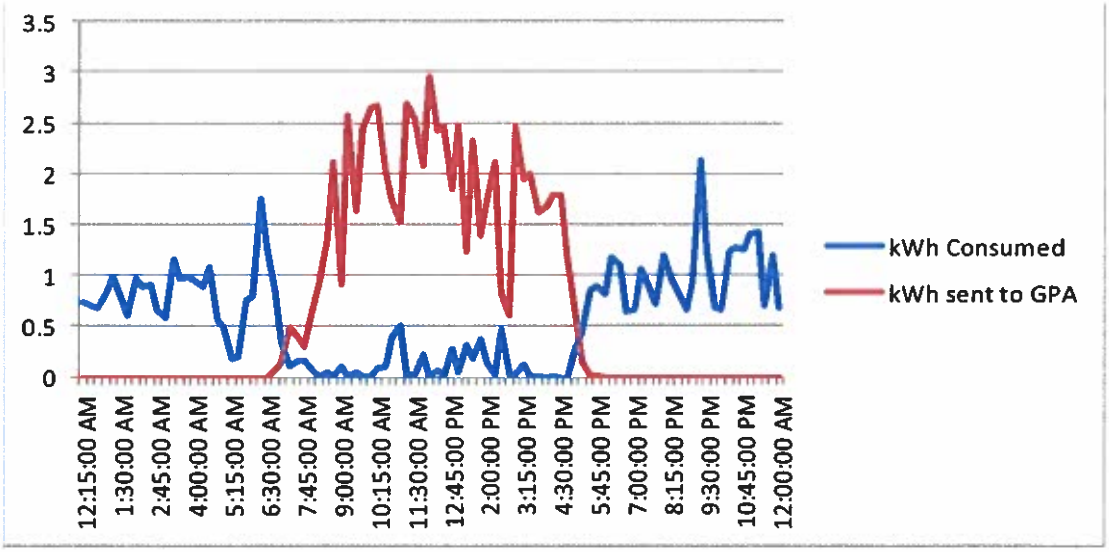


Exhibit B

Solar PV Production is Inconsistent and Requires Substantial Battery Reserves

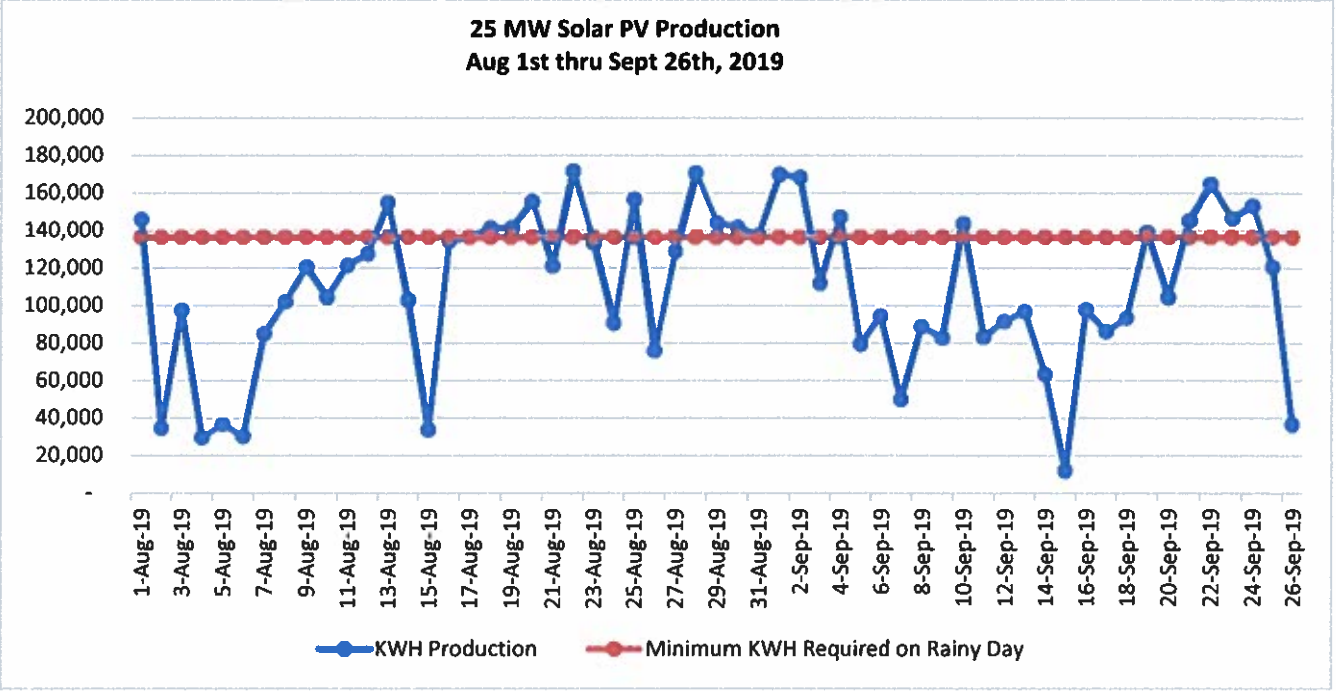
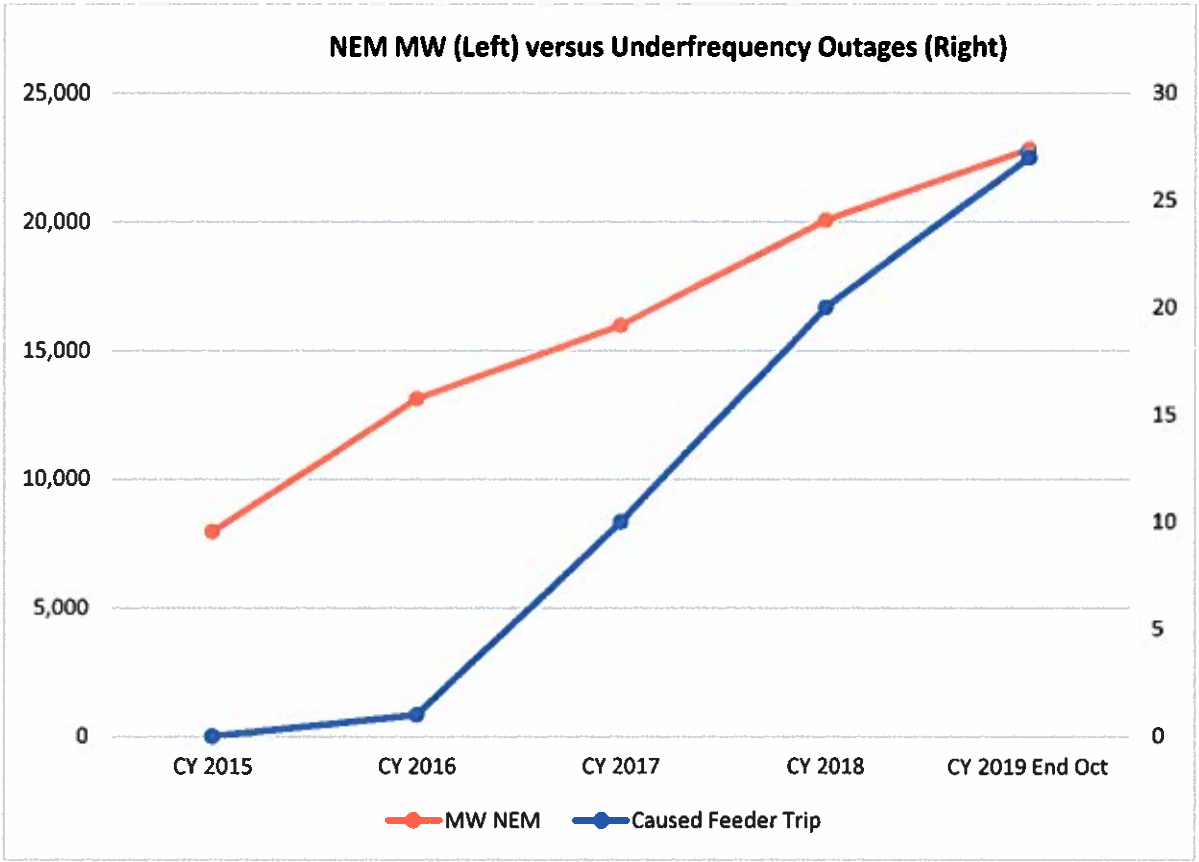


Exhibit C



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

RESOLUTION NO. 2020-05

AUTHORIZING THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO PETITION THE GUAM PUBLIC UTILITIES COMMISSION TO CREATE A CONDOMINIUM RATE SCHEDULE

WHEREAS, under 12 G.C.A. §8104, the Consolidated Commission on Utilities ("CCU") has plenary authority over financial, contractual and policy matters relative to the Guam Power Authority; and

WHEREAS, the Guam Power Authority (GPA) is a Public Corporation and an enterprise fund of the Government of Guam; and

WHEREAS, as a Public Corporation and an enterprise fund it is expected that GPA will set its rates in a manner that will cover the costs of operation of the Authority; and

WHEREAS, the rates of the Authority are subject to regulation by the Public Utilities Commission (PUC); and

WHEREAS, condominium customers are currently charged under Rate Schedules G (General Service Non-Demand), J (General Service Demand), or P (Large Power Service); and

WHEREAS, several condominium owners, occupants and representatives thereof seek to apply Rate Schedule R (Residential Service, for single phase service metered dwellings) to condominium customers; and

WHEREAS, the PUC has requested a recommendation from GPA and CCU on the petition before them to provide residential rates for condominium homes; and

WHEREAS, GPA seeks an equitable rate plan which reflects actual cost of service; and

WHEREAS, the Authority is to file a petition to create a rate for condominium with master meter servicing multiple dwelling units not individually metered, and amend Rate Schedule R to include three phase service metered single family dwellings; and

WHEREAS, the proposed tariff and amendment to the tariff are included in **Exhibit A** to this filing; and

WHEREAS, the proposed tariff will be available for condominium buildings in service or within the active building permit process as of the approved date of the tariff by Public Utilities Commission; and

WHEREAS, some condominium customers might not wish to change their Rate Schedule (G, J or P); and

WHEREAS, a customer shall be given a one-time option to elect to transfer to Rate Schedule D as shown in **Exhibit A**; and

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

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

1. The General Manager of the Guam Power Authority is authorized to petition the Public Utilities Commission to create rates for condominium residential homes and amend Rate Schedule R – Residential Services to include three phase service metered single family dwellings as shown in **Exhibit A.**

2. The General Manager of the Guam Power Authority is authorized to implement the revised tariff as provided in **Exhibit A,** upon approval by the Public Utilities Commission.

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

DULY AND REGULARLY ADOPTED AND APPROVED THIS 21st DAY OF FEBUARY 2020.

Certified by:

JOSEPH T. DUENAS
Chairperson
Consolidated Commission on Utilities

Attested by:

MICHAEL T. LIMTIACO
Secretary
Consolidated Commission on Utilities

SECRETARY'S CERTIFICATE

I, Michael T. Limtiaco, 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



Exhibit A

Issued April 1, 2020
Effective with meters read
on and after April 1, 2020

Rate Schedule "D"

GUAM POWER AUTHORITY

SCHEDULE "D"

Condominium Service

Availability:

Applicable to condominium with master meter servicing multiple dwelling units not individually metered.

The schedule is available for condominium in service or applied before April 1, 2020 and have made a one-time election to move to rate schedule D from rate schedule G, J, or P. Once the customer is transferred to rate schedule D, the customer cannot move to another rate schedule.

Monthly Rate:

Energy Charge:	-per kWh	$0.06060
Demand Charge:		
Per kW of billing demand per month	- per kW	12.00
Customer Charge:	- per month	$59.25

Determination of Demand:

The maximum demand for each month shall be the maximum average load in kW during any fifteen-minute period as indicated by a demand meter. The billing demand for each month shall be the maximum demand for such month or, 85% of the customer's highest metered maximum demand for the preceding (11) eleven months.

SCHEDULE "D" (Continued)

Fuel Recovery Charge:

The Fuel Recovery Charge, as specified in Schedule "Z", will be added to each bill for service.

Insurance Charge:

An insurance charge of $0.00290 per kWh shall be billed monthly unless suspended by the Authority when Commission insurance reserve criteria have been met. The Authority may reinstate the insurance charge when Commission reinstatement criteria have been met. The insurance charge will be suspended or reinstated in conjunction with the Navy insurance charge.

Emergency Water Well and Wastewater Charge:

An Emergency Water Well and Wastewater charge of $0.00279 per kWh will be billed monthly unless otherwise ordered by the Commission.

Working Capital Fund Surcharge:

A Working Capital Fund (WCF) Surcharge of was established by the Public Utilities Commission (PUC) on June 20, 2011. The surcharge allows adjustments every six months to enable the Authority to recover increases or decreases in the Working Capital Fund Requirement caused by the increasing or decreasing price of fuel. GPA will petition the PUC in conjunction with its Levelized Energy Adjustment Clause filings every June 15 and December 15 for the increase or decrease required to ensure the Authority is able to meet this funding requirement.

Rules:

Service supplied under this rate shall be subject to the Service Rules of the Authority.

Riders:

Charges in addition to the above are applicable under certain conditions more specifically set forth and incorporated herein.

Schedule A - Accommodation Service Charges
Schedule B - Service Establishment Charges
Schedule C – Net Metering

Issued March 21, 1984 **Rate Schedule "R"**
Revised ~~October 01, 2015~~ April 1, 2020
Effective with meters read
on and after ~~October 01, 2015~~ April 1, 2020

GUAM POWER AUTHORITY

SCHEDULE "R"

Residential Service

Availability:

Applicable to single phase and three phase residential lighting, heating, cooking, air conditioning and power in a single family dwelling unit metered and billed separately by the Authority. This schedule does not apply where residence and business are combined nor where the average daily consumption is more than 200 kilowatt hours per day. A Residential (Schedule R) customer will be transferred to the Small General Demand rate schedule (Schedule J), if the customer's average daily kWh consumption exceeds 200 kWh per day for any (6) six of the customer's last (12) twelve billing months.

When transferred to a new rate schedule, the customer must remain on that rate schedule for a minimum of (6) six billing months.

Monthly Rate:

Non-Fuel Energy Charge

First 500 kWh per month	- per kWh	$0.06955
Over 500 kWh per month	- per kWh	$0.08687
Customer Charge	- per month	$15.00

Fuel Recovery Charge:

The Fuel Recovery Charge, as specified in Schedule "Z", will be added to each bill for service.

Insurance Charge:

An insurance charge of $0.00290 per kWh shall be billed monthly unless suspended by the Authority when the Commission insurance reserve criteria have been met. The Authority may reinstate the insurance charge when the Commission reinstatement criteria have been met. The insurance charge will be suspended or reinstated in conjunction with the Navy insurance charge.

Emergency Water Well and Wastewater Charge:

An Emergency Water Well and Wastewater charge of $0.00279 per kWh in excess of 500 kilowatt hour usage, will be billed monthly.

SCHEDULE "R" (Continued)

Working Capital Fund Surcharge:

A Working Capital Fund (WCF) Surcharge of was established by the Public Utilities Commission (PUC) on June 20, 2011. The surcharge allows adjustments every six months to enable the Authority to recover increases or decreases in the Working Capital Fund Requirement caused by the increasing or decreasing price of fuel. GPA will petition the PUC in conjunction with its Levelized Energy Adjustment Clause filings every June 15 and December 15 for the increase or decrease required to ensure the Authority is able to meet this funding requirement.

Apartment House Collection Arrangement:

Any apartment owner having (3) three or more apartments at one location, each apartment being separately metered and billed on the above rate, may elect to accept a discount of ten percent (10%) of the amount of the bills rendered for each apartment, but not to exceed $5.00 per month for each apartment, upon entering into the following collection agreement with the Authority under the following terms and conditions:

1. All accounts shall be kept in the name of the apartment house owner who shall assume the responsibility for the prompt payment of all bills.

2. All accounts shall remain active at all times. Individual apartments cannot be added to or deleted from this agreement more often than once in (12) twelve months.

3. The Authority will render individual bills for each apartment on a regular billing period basis and will also furnish a statement showing gross and net billings.

Multi-Family Dwellings:

In apartment buildings or other residential premises where additional dwelling units are created by alterations or modifications to the premises and where the separate metering and billing by the Authority of the service used in each dwelling unit is impractical, the service may be supplied through a single meter. In such instances the above rate shall be increased by $1.50 per month for each dwelling unit on the premises.

SCHEDULE "R" (Continued)

Rules:

Service supplied under this rate shall be subject to the Service Rules of the Authority.

Riders:

Charges in addition to the above are applicable under certain conditions more specifically set forth and incorporated herein.

Schedule A - Accommodation Service Charges
Schedule B - Service Establishment Charges
Schedule C – Net Metering

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

RESOLUTION NO. 2020-06

AUTHORIZING THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO PROCEED WITH THE PROCUREMENT OF A CONTRACTOR FOR THE BULK SUPPLY OF RESIDUAL FUEL OIL NO.6 FOR THE BASELOAD POWER GENERATING PLANTS

WHEREAS, the two (2) year base period for the current contract with Mobil Oil Guam, Inc ("Mobil") for the Supply of Residual Fuel Oil (RFO) for the Baseload Power Generating Units under GPA-009-18 will expire on August 31, 2020; and

WHEREAS, the contract allows for a 3 one-year extension option with mutual agreement of both parties; and

WHEREAS, GPA negotiated with Mobil for the contract extension option with the existing terms and conditions; and

WHEREAS, Mobil declined the contract extension either for the first (1st) year or the full three (3) year extension period and would prefer participating in a new tender; and

WHEREAS, GPA intends to issue a new Invitation for Bid for the procurement of Residual Fuel Oil No.6 for a base period of three (3) years, to commence on or about September 01, 2020 through August 31, 2023, with two (2) additional one-year extension options; and

WHEREAS, the draft bid solicitation documents for the procurement of a new Residual Fuel Oil No.6 supply contract is hereby attached as **Exhibit A**; and

WHEREAS, the total cost for the new contract is anticipated to exceed $1.5M requiring GPA to seek authorization for this procurement from the PUC; and

WHEREAS, GPA is requesting the approval of the CCU to petition the PUC for the issuance of an Invitation for Bid for a new Residual Fuel Oil No.6 supply contract.

NOW THEREFORE, BE IT RESOLVED, by the Consolidated Commission on Utilities, subject to the review and approval of the Public Utilities Commission, as follows:

1. GPA's request to solicit competitive bids for a new Residual Fuel Oil No.6 supply contract through a Multi-Step Bid process is reasonable, prudent and beneficial to its customers.

2. GPA is authorized to petition the Public Utilities Commission for approval to issue bids to procure a Contractor for the supply of Residual Fuel Oil No.6 for the Baseloads Units.

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 21st DAY OF FEBUARY 2020.

Certified by:

JOSEPH T. DUENAS
Chairperson
Consolidated Commission on Utilities

Attested by:

MICHAEL T. LIMTIACO
Secretary
Consolidated Commission on Utilities

SECRETARY'S CERTIFICATE

I, Michael T. Limtiaco, 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

Invitation For Multi-Step Bid

No. GPA- -20

SUPPLY OF RESIDUAL FUEL OIL NO.6

Volume II

CONTRACT

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CONTRACT

CONTRACTOR

GUAM POWER AUTHORITY

IFB No. GPA- -20

SUPPLY OF RESIDUAL FUEL OIL NO.6

FORMAL CONTRACT

This Agreement and Formal Contract ("Contract"), is made and entered into on the _____ day of _____, 2020 by and between:

_____, hereinafter referred to as CONTRACTOR, with its principal address at _____;

\- and –

GUAM POWER AUTHORITY, hereinafter referred to as the **"Authority"** or **"GPA"**, a Public Corporation with its office located at the Gloria Nelson Public Service Complex, Fadian Mangilao Guam;

R E C I T A L S

WHEREAS, GPA desires to maintain uninterrupted supply of Residual Fuel Oil No.6 (hereinafter referred to as "RFO") to its Baseload Power Plants; and

WHEREAS, the current contract for the supply of RFO will expire on August 31, 2020; and

WHEREAS, GPA seeks to procure a new Contractor for the supply of RFO; and

WHEREAS, the Consolidated Commission on Utilities has determined that the (CONTRACTOR) is a preferred option for GPA to supply the RFO requirements for the Authority; and

WHEREAS, the Guam Public Utilities Commission has, through stipulation, ordered GPA to proceed with the procurement of a CONTRACTOR for the Supply of RFO; and

WHEREAS, GPA has issued an Invitation For a Multi-Step Bid for the Supply of Residual Fuel Oil No.6 under IFB GPA- -20; and

WHEREAS, **CONTRACTOR** submitted a bid in response to the Invitation for Bid for the Supply of RFO; and

WHEREAS, GPA, upon evaluation of the submitted bid proposals, determined that **CONTRACTOR**. is the lowest responsive and responsible bidder.

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

SECTION 1. DEFINITIONS

**"$"** The term "$" refers to currency in U.S. dollars.

"ASTM" The term "ASTM" shall mean the American Society for Testing and Materials.

"API" The term "API" shall mean the American Petroleum Institute.

"Barrel" The term "Barrel" means a volume equivalent to 42 U.S. gallons.

"Contract" The term "Contract" means the Fuel Oil Supply Contract executed as a result of IFB GPA- -20.

"Contract Agreement (Agreement)" The written agreement between GPA and CONTRACTOR covering the Supply of Fuel Oil any other Contract Documents either attached to the Agreement or made a part thereof by reference therein.

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

"Contracting Officer" The term "Contracting Officer" as used herein means the General

Manager of the Guam Power Authority and shall include his authorized representatives.

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

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

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

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

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

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

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

"Seller" The CONTRACTOR.

"Territory" The Territory of Guam.

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

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

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

"D.E.S." means Delivered Ex- Ship as set forth in Incoterms 2000, except as modified by the Contract.

"Fuel Oil" means "Residual Fuel Oil No. 6" or "RFO", a liquid hydrocarbon product satisfying the specifications in Schedule A.

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

"Receiving facility" means any wharf, dock, jetty, pier, quay, sea terminal, buoy, lighter, barge, vessel, or other suitable apparatus capable of receiving fuel oil in bulk.

SECTION 2. FUEL OIL TO BE SUPPLIED

CONTRACTOR agrees to furnish and **GPA** agrees to accept and pay for all of **GPA**'s fuel oil requirements for power generating plants in Guam for the term of the Contract. Fuel Oil to be supplied to **GPA** shall conform to the product quality requirements specified in Schedule A and shall come from reputable sources not sanctioned by the United States government.

The **estimated** total fuel oil requirement is about TWO MILLION BARRELS PER YEAR (2,000,000 bbls/yr). The Minimum Purchase under the Contract is estimated at ONE MILLION BARRELS PER YEAR (1,000,000 bbls/yr).

The first delivery of fuel oil pursuant to the Contract is anticipated to be on or about **September 01, 2020**.

Estimated combined quantities:

MINIMUM: ONE MILLION BARRELS PER YEAR (1,000,000 bbls/yr)

MAXIMUM: TWO MILLION BARRELS PER YEAR (2,000,000 bbls/yr)

Estimated Annual Requirement (Barrels per Year)			
Fuel Grade	**First (1st) Year**	**Second (2nd) Year**	**Third (3rd) Year**
Low Sulfur Fuel Oil (LSFO), 1.19%w Sulfur (Maximum)	**500,000**	**1,500,000**	**1,500,000**
High Sulfur Fuel Oil (HSFO), 2.00%w Sulfur (Maximum)	**1,500,000**	**500,000**	**0**

This information is provided as reference material only. Although every attempt has been made to ensure its accuracy, **GPA** makes no guarantees that these quantities will be achieved but they may be exceeded. **GPA** expressly disclaims any liability whatsoever arising from reliance or non-reliance of the data provided.

SECTION 3. CONTRACT TERM

The Contract Term shall be for THREE (3) years and shall commence on or about after 0:00 hour on **September 01, 2020**, and shall continue until midnight of **August 31, 2022** with options to extend for TWO (2) additional One (1) year term, upon mutual agreement of both parties.

SECTION 4. CONTRACT PRICE

The total contract price in U.S. Dollars per Metric Ton ($/MT) for all residual fuel oil delivered D.E.S. Guam (discharge port) to **GPA** shall be inclusive of all costs and liabilities incurred prior to delivery at discharge port, Cabras Island, Guam.

DES (Delivered Ex- Ship) PROVISIONS:

Under this term, the **CONTRACTOR** quotes a price including the cost of the goods, the marine insurance, and all transportation charges to the designated point of destination (**GPA**). Under this quotation, the **CONTRACTOR** must:

(1) provide and pay for transportation to named point of destination (**GPA**);

(2) pay applicable taxes or charges levied on the cargo prior to passage of title to GPA;

(3)provide and pay for marine insurance;

(4)provide war risk insurance;

(5) obtain and dispatch promptly to **GPA,** or its agent, copies from the original document of a clean bill of lading, and also insurance policy or negotiable insurance certificate;

(6) provide **GPA** with copies from the original document of certificates of origin, or any documents issued in the country of origin, or of shipment, or both, which **GPA** may require for importation of goods and, where necessary, for their passage in transit into another country.

(7) where received-for-shipment ocean bill of lading may be tendered, be responsible for any loss or damage, or both, until the goods have been delivered into the custody of the ocean carrier to **GPA**;

(8) where on-board ocean bill of lading is required, be responsible for any loss or damage, or both, until the goods have been delivered on board the vessel to **GPA**;

The **CONTRACT PRICE** shall be the **BID PRICE OFFER** calculated as the **BID REFERENCE PRICE** plus the Contractor's **FIXED PREMIUM FEE** in U.S. dollars per Metric Ton ($/MT) for all residual fuel oil delivered to **GPA** at the Port of Guam.

The BID PRICE is the sum of the FIXED SERVICE FEE (per Metric Ton) and the BID REFERENCE PRICE as of December 2, 2019 as posted in the Platts' Asia-Pacific Marketscan Oil Prices.

BID REFERENCE PRICE:

The BID REFERENCE PRICE shall be based on the Platt's Singapore Products Assessment for Fuel Oil Cargoes "HSFO 180 CST**"** for December 2, 2019.

Reference date: December 2, 2019

	Low ($/MT)	High ($/MT)
HSFO 180 CST	$ 214.62	$ 214.66

The following is a sample calculation of the mean price for HSFO 180 cst published in the **Platt's Marketscan, Singapore Products Assessments** for Fuel Oil Cargoes for December 2, 2019.

Mean Singapore Spot = Low + High Price Assessments:

$$= \frac{\$\ 214.62 + \$\ 214.66}{2} \text{ per Metric Ton (MT)}$$

= $ 214.640 per Metric Ton (MT)

BID REFERENCE PRICE = $ 214.640 per Metric Ton

BID PRICE OFFERS (D.E.S. Ex-Ship Guam):

LSFO 1.19% $_w$ Sulfur Max	THREE (3)-YEAR CONTRACT BASE PERIOD US$/MT (3 decimals)			TWO (2) -YEAR CONTRACT EXTENSION OPTION US$/MT (3 decimals)	
	First (1st) Year Base Period	Second (2nd) Year Base Period	Third (3rd) Year Base Period	First (1st) Year Extension	Second (2nd) Year Extension
A. Bid Reference Price	$312.180	$312.180	$312.180	$312.180	$312.180
B. Fixed Premium Fee	(Enter value)	(Enter value)	(Enter value)	(Enter value)	(Enter value)
BID PRICE (A+B)					

HSFO 2.00% $_w$ Sulfur Max	THREE (3)-YEAR CONTRACT BASE PERIOD US$/MT (3 decimals)			TWO (2) -YEAR CONTRACT EXTENSION OPTION US$/MT (3 decimals)	
	First (1st) Year Base Period	Second (2nd) Year Base Period	Third (3rd) Year Base Period	First (1st) Year Extension	Second (2nd) Year Extension
A. Bid Reference Price	$312.180	$312.180	$312.180	$312.180	$312.180
B. Fixed Premium Fee	(Enter value)	(Enter value)	(Enter value)	(Enter value)	(Enter value)
BID PRICE (A+B)					

SECTION 5. INVOICE PRICE DETERMINATION

Price shall be based on the arithmetic average of the mean of the high/low quotations for "HSFO 180 CST" as published in Platts Asia Pacific/Arab Gulf Marketscan under the heading "FOB Singapore" priced for five (5) valid consecutive quotations immediately prior to B/L date and five (5) immediately after the B/L date plus the fixed premium fee.

In case of "No Posting" on the B/L date, no price will be used and the remaining 10-days average will be used. All price postings are at the prices effective dates.

Sample Calculation:

B/L date = December 2, 2019

Marketscan Postings HSFO 180cst ($/MT)

Avg	Date		Low	High
5	November 25, 2019 (Monday)	239.99	240.03	240.010
4	November 26, 2019 (Tuesday)	236.69	236.73	236.710
3	November 27, 2019 (Wednesday)	241.33	241.37	241.350
2	November 28, 2019 (Thursday)	238.19	238.23	238.210
1	November 29, 2019 (Friday)	227.36	227.40	227.380
B/L	December 2, 2019 (Monday)	214.62	214.66	214.640
1	December 3, 2019 (Tuesday)	225.11	225.15	225.130
2	December 4, 2019 (Wednesday)	233.69	233.73	233.710
3	December 5, 2019 (Thursday)	240.37	240.41	240.390
4	December 6, 2019 (Friday)	250.10	250.14	250.120
5	December 9, 2019 (Monday)	258.55	250.14	254.450
		Mean Arithmetic Average ($/MT) =		**$236.454**

Invoice Reference Price = $236.454/MT

Invoice Price Calculation:

Product Grade	Invoice Reference Price ($/MT)	Fixed Premium Fee (Sample) ($/MT)	**Invoice Price ($/MT)**
LSFO, 1.19%S	236.454	35.000	**271.454**
HSFO, 2.00%S	236.454	25.000	**261.454**

If for any reason the quotation "HSFO 180 CST" ceases to exist, the parties shall renegotiate a new price quotation and premium in order to continue the contract.

For invoice calculation purposes, quantity shall be reported in Metric Tons as declared in the Bill of Lading.

SECTION 6. TITLE, CUSTODY AND RISK OF LOSS

Title to the fuel oil and custody thereof shall pass from **CONTRACTOR** to **GPA** when the fuel oil has passed the vessel's permanent flange hose connection at the discharge port. All risk of loss, cost and liabilities prior to the time of passage of title of the fuel oil to shall be on the **CONTRACTOR**.

SECTION 7. TERMS OF PAYMENT

Documentary Letter of Credit shall be opened two (2) days prior to the beginning of loading.

Payment shall be made in U.S. Dollars Funds without off-set, deduction, or counter-claim within THIRTY (30) calendar days (30-days net term) after the Bill of Lading date provided vessel tenders its NOR within TWELVE (12) days after the B/L date, otherwise it extends day by day (B/L date inclusive). In case the payment due date falls on a Bank holiday or Saturday in Guam, payment shall be made immediately preceding banking day. However, should payment due falls on Sunday or Monday bank holiday in Guam, payment shall be made on the immediately following banking day.

Payment shall be available at Seller's account on Maturity Date. If Buyer fails to pay on the maturity date, Seller shall be reimbursed for the interests related to the time of delay. Interest Rate shall be calculated based on the one month London Interbank Offered Rate (LIBOR) for US Dollar Deposits offered by Bloomberg Publication at 11:00 A.M. London Time, as quoted on page BBAM in effect on the date buyer's payment was due, plus one and one-half percent (1.5%) per annum.

In the event that a duly executed Documentary Letter of Credit (L/C) is amended or cancelled due to error or adjustments caused by the **CONTRACTOR**, the **CONTRACTOR** shall reimburse **GPA** for any penalties for the amendment or cancellation of the LC.

The **CONTRACTOR** shall endeavor to assist **GPA** to revise the payment due dates if requested by **GPA** accordingly. GPA has the right to request for revision of the payment due dates and Contractor has the right to reject it at its sole discretion.

CONTRACTOR may provide GPA a Line of Credit, but it is not a requirement in the contract. If the amount due under this contract exceeds the **GPA**'s credit line of:

(Amount in Words _____)

(US$_____),

available at **CONTRACTOR** system, then as a loading condition, for the amount not covered under the credit line, **GPA** shall:

(i) Make advance payment not later than one day before the cargo is loaded; OR

(ii) Open a **DOCUMENTARY LETTER OF CREDIT (L/C)** at a first-class international bank mutually agreeable to both **GPA** and the **CONTRACTOR**

SECTION 8. PAYMENT OF TAXES AND OTHER GOVERNMENT CHARGES

All fuels under the terms of this Contract are exempt from the Government of Guam Liquid Fuel Tax and the Government of Guam Gross Receipts Tax as provided by 12 G.C.A., Section 8115.

In the event that any cargoes shall be liable to the payment of Import Duty such Import Duty shall be to the **CONTRACTOR's** account.

CONTRACTOR shall be responsible for filing appropriate tax returns or other filings and requesting rebates, credits, drawbacks or exemptions.

In the event any liquid fuel tax or gross receipts tax or other tax including, but not limited to, excise tax, duty, toll, fee, charge for other exaction or the amount equivalent thereto, and any increase thereof, now or hereafter imposed, levied or assessed by the United States Government, the Government of Guam, the Port Authority of Guam, or other instrumentality or agency thereof in connection with and as a result of the sale of fuel oil herein provided for is collectible or payable by **CONTRACTOR**, (except taxes, penalties, fees or other charges that may be imposed on **CONTRACTOR** because of **CONTRACTOR** 's failure to make proper tax filings including requests for credits, exemptions, drawbacks or rebates) it shall be paid by **GPA** as part of the fuel price set forth herein, on demand by **CONTRACTOR**. Any such payment shall be in addition to the price otherwise herein provided for.

Notwithstanding these provisions, should the payment of any such charges described in this section be unduly burdensome to **GPA**, it shall be grounds for renegotiation for an equitable adjustment in price.

CONTRACTOR shall be solely responsible for filings and payment of income tax or taxes measured on net income.

SECTION 9. WARRANTY AND CLAIMS

CONTRACTOR warrants that the fuel oil shall meet the specification prescribed herein under Section10 and other pertinent sections. If the fuel oil fails to meet the specifications herein, **CONTRACTOR** shall be liable for any direct damages resulting therefrom.

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

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

SECTION 10. PRODUCT AND QUALITY

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

SECTION 11. QUANTITY AND QUALITY ASSURANCE

Ship-to-Ship (STS) cargo loading is not allowed.

(a) Inspection of fuel oil cargo loading and discharge to determine quantity and quality shall be witnessed and or conducted by the appointed third party independent Inspector mutually acceptable to **GPA** and the **CONTRACTOR**. **CONTRACTOR** shall appoint the independent inspector at the loadport. **GPA** shall appoint the independent Inspector at the discharge port. Such independent inspector shall also perform or witness the required sampling, gauging, and inspection of vessel and shore tanks before and after loading at load port as well as discharge port, Guam. Final determination shall be based on the discharge port findings. All quantity calculations and correction to volume at sixty (60) degree (Fahrenheit) shall be in accordance with the ASTM-IP Petroleum Measurement Tables, Table 6- the latest edition published shall be applicable. All costs and charges for the inspections for the load port shall be borne by the **CONTRACTOR**, and costs at the discharge port shall be equally shared by **GPA** and the **CONTRACTOR**.

(b) Load port samples from each individual shore loading tanks shall be sampled by the independent inspector who shall perform or witness the required tests for quality certification prior to loading. Shore tank composite from each individual shore loading tanks shall be separately tested and the quality must conform to the specifications under Section 10 of the contract. Vessel's composite samples from all vessel's cargo compartments shall also be obtained by the inspector for the consignee, **GPA**, in care of the ship's master. All Samples shall be equally divided into THREE (3) parts, sealed, properly identified, and designated with the required "Chain of Custody of Samples" documentations.

(c) The quality of the cargo to be delivered shall be determined by an independent inspector mutually acceptable to GPA and the **CONTRACTOR** and is to be based on the ship composite samples taken at the port of discharge in such a manner as to secure samples which are representative of the entire cargo delivery. Discharge tanks samples and ship's composite samples shall be divided into THREE (3) parts. One part shall be for **CONTRACTOR** and TWO (2) parts shall be for **GPA**, and **GPA** shall utilize one sample for recertification and reserve the other sample as a retained referee sample. All discharge port samples shall be presented by the inspector for **GPA** in care of the Master of the ship. All samples shall be retained for not less than ONE HUNDRED TWENTY (120) days after delivery. In the event of dispute as to quality, analysis of the samples taken at the discharge port shall be made by an independent inspector, which analysis shall be final and binding upon both parties.

GPA reserves the right to reject any or all deliveries that fail to conform to the quality requirements specified in Schedule A.

GPA has the right to reject any cargo outside the specifications limits, as these are agreed in the context of this contract. In this respect, copies of the quality analysis certificate together with the other shipping documents (B/L, certificate of origin, cargo manifest, certificate of origin, certificate of quantity with shore tank measurement report, certificate of quantity, etc) must be transmitted by fax or e-mail to GPA immediately but no later than 3 days after completion of loading.

Copies of the originals of the ship's "certificate of cleanliness" issued before loading, and the other shipping documents for the consignee (B/L, Certificate of Origin, Cargo Manifest, certificate of Quality, Certificate of Quantity with tank measurement report, Loadport surveyor's

report, etc.) to be marked for the consignee and handed over upon arrival of vessel at discharge port.

It is understood that any delay as may be incurred in discharge due to unavailability of copy of the Bill of Lading will be for **CONTRACTOR's** account. Furthermore, the correct documentation in original format is required in order to establish to the full satisfaction of GPA.

GPA has the right to reject any cargo outside the specification limits. GPA shall notify the Contractor of any rejected delivery by fax or e-mail. Contractor shall promptly deploy a replacement vessel carrying on-spec products to Guam within 12 days from the date of GPA's notice of rejection.

Notwithstanding the above conditions, Contractor shall not be relieved of any responsibilities or penalties provided for in the Contract. In addition, GPA shall impose all applicable penalties for failure of the Contractor to provide the replacement cargoes in a timely manner. Contractor shall be liable for all direct expenses as a result of the delayed arrival of the shipment beyond the last day of the original 5 days ETA date.

SECTION 12. QUANTITY DETERMNATION

Latest edition of API Standard 2540 (and sub-sections) or its metric equivalent with conversions shall be the method used for quantity determination.

Quantity determination shall be performed by a third party independent inspector mutually acceptable to **GPA** and the **CONTRACTOR.** Quantity shall be based from the load port shore tanks gauges as to be reflected as Bill of Lading quantity NET barrels at sixty degrees Fahrenheit (60 ^{o}F). The Certificate of Quantity shall separately use the density from each individual shore loading tanks. All quantities shall be corrected to volume at sixty degrees Fahrenheit (60 ^{o}F) in accordance with the ASTM-IP Petroleum Measurement Table, Table 6B, the latest edition published shall be applicable. A copy of the load port shore tank measurements shall be included as supplemental documents.

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

In the event of the variances between the B/L quantity and the discharge port (shore tanks) receipts, The **AUTHORITY** shall pay (absorb) a quantity shortfall up to ONE-HALF PERCENT (0.50 %) of the barrel established quantity; shortages beyond the 0.5% shall be covered by the **CONTRACTOR**.

SECTION 13. SECURITY OF SUPPLY

For security of supply, **CONTRACTOR** reserves the right to supply fuel oil meeting **GPA** specifications from any source. Fuel Oil to be supplied to **GPA** shall conform to the product quality requirements specified in Schedule A and shall come from reputable sources not sanctioned by the United States government.

In the event that supplies are taken from such other places, then the price to Guam will remain the same as established in Section 4 above.

SECTION 14. GOVERNMENT LAWS AND REGULATIONS

(a) If at any time during the term of the Contract the Government of the United States or the Territory of Guam enacts laws or issues regulations which would prevent **GPA** from burning the type of fuel oil to be supplied hereunder, **GPA** shall use its best efforts to obtain an exemption. In the event **GPA** cannot obtain an exemption from such laws and regulations, **CONTRACTOR** shall use his best efforts to furnish **GPA** substitute fuel oil which complies with such governmental laws and regulations at the same price set out herein, or if unreasonable, at a price to be renegotiated by the parties. If the substitute fuel oil causes an increase or decrease in **CONTRACTOR** 's cost of performance of the Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim of **CONTRACTOR** for adjustment under this section must be asserted in writing within thirty (30) days from date of receipt by **CONTRACTOR** of the notification of substitute fuel oil in compliance with Government laws, rules and regulations. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Governing Law and Disputes"(Section 22). However, nothing in this clause shall excuse the **CONTRACTOR** from proceeding with the Contract fuel oil specifications as changed in order to comply with Government laws, rules and regulations. Only in the event that the parties cannot mutually agree upon the price at which **CONTRACTOR** is to furnish such substitute fuel oil, and **CONTRACTOR** refuses to provide

such substitute fuel oil at the Contract price set out herein shall **GPA** then have the option of purchasing from other sources fuel oil at a lower price than that offered by **CONTRACTOR** in such negotiations which complies with such laws and regulations, but in any event, the **CONTRACTOR** shall have no recourse, other than those specified herein.

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

SECTION 15. PERMITS AND RESPONSIBILITIES

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

SECTION 16. FORCE MAJEURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 17. NOTICE TO OTHER PARTY

Either party whose obligations may be affected by any of the forces or causes set out in Section 16, supra, shall promptly notify the other party in writing, giving full particulars thereof as soon as possible after the occurrence of such force or cause. Such party shall exercise due diligence to remove such cause with all reasonable dispatch and to resume performance at the earliest practicable time.

SECTION 18. PAYMENT REQUIRED

Notwithstanding the provisions of Section 16, supra, **GPA** shall not be relieved of any obligation to make payments for any fuel delivered to Guam dock/**GPA** tanks hereunder; however, during the force majeure condition the obligation shall be suspended, except for fuel oil deliveries made prior to the force majeure condition.

SECTION 19. PRORATION OR EQUITABLE ALLOATION

If any of the events enumerated in Section 16, supra, have occurred, **CONTRACTOR** shall prorate or otherwise allocate in a fair and equitable manner among its customers, including **GPA**, the supplies of fuel oil **CONTRACTOR** has available for delivery at the time of the occurrence or for the duration of such event taking into account **GPA**'s unique situation as Guam's total dependence on fuel oil. **CONTRACTOR** shall also seek an alternative source of fuel oil to fulfill its contractual obligations.

SECTION 20. ALTERNATE SUPPLY

In the event **CONTRACTOR** is unable to fulfill its obligations under this Contract as a result of Section 16, supra, **GPA** may at its sole discretion seek an alternative source of fuel oil to include, but not limited to, a second contractor for the supply of fuel oil so long as such condition shall exist.

In the event **CONTRACTOR** is unable to fulfill its obligations under this Contract as a result of any negligence on the part of the Contractor, **GPA** may at its sole discretion seek an alternative source of fuel oil to include, but not limited to, a second contractor for the supply of fuel oil so long as such condition of negligence shall exist. If the cost of fuel during such period of negligence shall exceed the Contract price as provided in Section 4, the **CONTRACTOR** shall be liable to **GPA** for the difference, which may be taken from the Performance Bond.

For the purpose of this clause, preference for the second contractor shall be given to the next lowest bidder.

SECTION 21. RESUMPTION OF PERFORMANCE

If **CONTRACTOR** is prevented from delivering or **GPA** is prevented from receiving all or any fuel to be sold under the Contract for the reasons which fall within the provisions of Section 16, supra, then the party so prevented shall, as to the remainder of the fuel not affected thereby,

promptly resume performance of the Contract. No curtailment or suspension of deliveries or payment under the causes listed in Section 16, supra, shall operate to extend the term of or terminate the Contract unless the occurrence of force majeure will materially impair, for an indefinite period of time, the parties' ability to perform the Contract.

SECTION 22. GOVERNING LAW AND DISPUTES

This CONTRACT shall in all respects be governed by the Laws of Guam. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded.

This CONTRACT shall not be construed to confer any benefit on any person not being a party to this Contract not shall it provide any rights to such person to enforce any of its provisions. The provisions of the English Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

In the event of any controversies, dispute or difference of any nature (a "Dispute") between the parties arising from or in connection with this Contract, either party may give notice to the other in writing of the existence of such dispute specifying its nature and the points at issue. If the dispute shall not have been amicably resolved within thirty (30) days from the date of the said notice, then the same shall be exclusively and definitely resolved through final and binding arbitration in New York, by the AMERICAN ARBITRATION ASSOCIATION ('AAA'), in accordance with the rules of arbitration of such institution in effect as of the date the existence of the controversy is notified by one of the parties. The arbitration shall be conducted by three arbitrators, unless all parties to the dispute agree to a sole arbitrator within thirty (30) days after the filing of the arbitration. Each party to the dispute shall appoint one arbitrator within thirty (30) days of the filing of the arbitration, and the two arbitrators so appointed shall select the presiding arbitrator within thirty (30) days after the latter of the two arbitrators have been appointed by the parties to the dispute. If a party to the dispute fails to appoint its party-appointed arbitrators or if the two party-appointed arbitrators cannot reach an agreement on the presiding arbitrator within the applicable time period, then LCIA shall appoint the remainder of the three arbitrators. The arbitration proceedings shall be conducted in English and the arbitrator(s) shall be fluent in the English language. The award of the arbitral tribunal shall be final and binding. Judgment on the award of the arbitral tribunal may be entered and enforced in any court having jurisdiction thereof. The cost of the arbitration proceedings, including attorneys' fees, shall be borne in the manner determined by the arbitral tribunal. Any right to appeal or challenge any arbitral decision or award is hereby waived. The parties may seek a preliminary injunction or other preliminary judicial relief, if in its judgment such action is

necessary to avoid irreparable damage. It is expressly agreed that indirect, special, punitive and consequential damages shall not be awarded.

SECTION 23. CONTRACTOR'S INSURANCE

The **CONTRACTOR** shall maintain an insurance policy or ensure that vessel nominated have in place an insurance policy for oil pollution (throughout the entire period of the voyage to and from the discharge port) with coverage consistent with the provisions in compliance to the requirements of the U.S. Oil Pollution Act of 1990 (OPA 90) and any amendments thereto. This includes, but is not limited to, compliance with oil spill clean-up plan, financial responsibility, and all other provisions of OPA 90.

At a minimum, CONTRACTOR shall carry the following insurance coverages and shall provide evidence of these coverages in the form of a Certificate of Insurance with the applicable wordings and endorsements:

ENVIRONMENTAL POLLUTION LIABILITY

At a minimum, must carry and have in force Environmental Pollution Liability insurance with limits not less than CONTRACTOR $50,000,000 (USD FIFTY MILLION DOLLARS) each condition and in the aggregate to include coverage for First party clean-up costs. The carrier must be rated not less than AM Best A rated and minimum financial size of IX. This coverage must be primary and non-contributory. The Guam Power Authority must be named as an additional insured with a Waiver of Subrogation. On the Certificate of insurance, carrier must agree by endorsement, that in the event of any cancellation and/or material change in coverage the carrier will give minimum 60-day prior written notice to the Policy holder and the Guam Power Authority.

MARINE LIABILITY

At a minimum, must carry and have in force Marine Liability insurance with limits not less than $50,000,000 (USD CONTRACTOR FIFTY MILLION DOLLARS) each occurrence and in the aggregate. The carrier must be rated not less than AM Best A rated and minimum financial size of IX. This coverage must be primary and non-contributory. The Guam Power Authority must be named as an additional insured with a Waiver of Subrogation. On the Certificate of insurance, carrier must agree by endorsement, that in the event of any cancellation and/or material change in

coverage the carrier will give minimum 60-day prior written notice to the Policy holder and the Guam Power Authority.

SECTION 24. INDEMNITY

CONTRACTOR shall indemnify and hold **GPA** harmless from all damages to persons or property or to receiving facilities and delivery facilities, regardless of ownership, including the cost of enforcement of the indemnity, actually and proximately caused by **CONTRACTOR** or its agents in making deliveries hereunder. **CONTRACTOR** shall be responsible for cleaning up any oil spillage caused by it or its agent or **CONTRACTOR**s during the process of oil delivery. **CONTRACTOR** shall carry at all times appropriate levels of insurance as determined by **GPA** to cover any such damage. The **CONTRACTOR** shall ensure that any vessel owned or chartered by the Contractor for deliveries under this agreement shall meet the requirements of the U.S. Oil Pollution Act of 1990 (OPA 90).

SECTION 25. TRANSPORTATION

The Authority shall nominate and advise the **CONTRACTOR** of the 10-day delivery date range not later than 30 days before the 1st calendar day of the delivery date range. The **AUTHORITY** and **CONTRACTOR** shall mutually agree to narrow down to a 5-day delivery date range 21 days prior to the 1st day of the 5-day delivery date range.

(a) **CONTRACTOR** shall arrange for the transportation of the fuel oil from loading port to the Guam dock, and give **GPA** at least FIFTEEN (15) days prior notice of the approximate arrival date of each tanker.

All risk of loss, cost and liabilities prior to the time of passage of title of the fuel oil to shall be on the **CONTRACTOR**. **CONTRACTOR** or its agents shall further arrange for the use of pier receiving facilities owned by the Port Authority of Guam (PAG) or its Facility Manager, U.S. Coast Guard, U.S. Custom and Immigration inspections, Guam Commercial Port authorities, Guam tug services, Port Stevedores services, and others as necessary for the safe berthing of fuel tankers and obtaining clearance for the discharging of the cargo at the sole expense of the CONTRACTOR.

GPA shall exercise due diligence and make its best effort to assist the **CONTRACTOR** in arranging for safe berthing facilities to accommodate vessels at the F-1 dock with the following information:

Maximum LOA	259meters
Maximum Breadth	45 meters
Maximum Vessel Draft Alongside	16.4592 meters
Maximum Displacement	108,840 metric tons
Maximum Free Board	23 meters

The above information is subject to change and **CONTRACTOR** shall at all times abide by the requirements of latest edition of the Port and Terminal Information Handbook.

GPA shall provide the **CONTRACTOR** an estimated total cargo quantity to be delivered approximately THIRTY (30) days from estimated 10-day delivery date range.

GPA shall provide notification to the **CONTRACTOR** as to the final split cargo delivery quantity approximately TWENTY-ONE (21) days prior to the first (1st) day of the estimated 5-day delivery date range which will also be specified in this final notice. **GPA** estimates a single delivery requirement in the range of TWO HUNDRED THIRTY THOUSAND TO TWO HUNDRED EIGHTY THOUSAND BARRELS (230,000 -280,000 bbls). The delivery may be a single cargo of either LSFO or HSFO, or a split SEGREGATED cargo of both LSFO and HSFO, as determined by GPA.

For each delivery, the **CONTRACTOR** will have an operational tolerance of FIVE PERCENT (5%) on the cargo size, as well as the obligation to deliver the shipment within defined delivery date range, as has been notified by **GPA**.

GPA shall have the right to cancel or change the previously notified cargo size and/or delivery date within twenty-one (21) calendar days prior to the first day of the delivery range without penalty.

(b) **Tanker nomination procedures:**

The **AUTHORITY** shall advise the contractor of projected "tankers' schedule and quantities per slate" THIRTY (30) days before the commencement of the contract, and **CONTRACTOR** agrees to provide all fuel requirements of **GPA** as advised and all succeeding cargo requirements thereafter.

(i) **Vessel Specification**:

All vessels nominated by the **CONTRACTOR** for fuel oil deliveries to **GPA** shall meet the vessel vetting requirements and be pre-approved by the F-1 dock Facility Manager.

The **CONTRACTOR** or its agents shall be responsible in seeking vessel clearance from the F-1 dock Facility Manager. In the event that vessels owned or chartered by the **CONTRACTOR** do not meet the F-1 dock Facility Manager's specification, **CONTRACTOR** shall have the vessel shortfalls corrected or have another vessel nominated and ensure that a suitable vessel is cleared for timely delivery of cargo to **GPA**. The **CONTRACTOR** or its agents shall be responsible for the scheduling and reservation of the dock with the F-1 dock Facility Manager.

The **CONTRACTOR** shall ensure that the vessel assigned to perform the voyage should be rid of any slop before reaching the designated port and have adequate slops – storage capacity to ensure that unloading of any slops is avoided.

Cargo temperature shall be maintained between one hundred fifteen to one hundred thirty degrees Fahrenheit (115^{o}F -130^{o}F) on arrival and during the discharge at Guam Port.

(c) **Ship Lay time and Demurrage:**

Ship lay time at the discharge port shall commence six (6) hours after the tender of Notice of Readiness (NOR) or when the vessel berths whichever occurs first, and to cease upon last cargo hoses disconnection. Allowable ship laytime shall be thirty-six (36) hours for total cargo B/L quantities up to 240,000 bbls and shall extend by ONE (1) hour for every 10,000 bbls in excess of 240,000 bbls. Official NOR shall be tendered/ re-tendered after completion of inspection and clearance for conducting cargo discharging operations is granted by the Port Authorities.

However, if the vessel arrives before the first day of the agreed arrival date range, lay time shall not commence until 06:00 AM on the first day of the agreed arrival date range or the time discharge commences whichever is earlier. If the vessel arrives after the last day of the agreed arrival date range lay time shall commence at the time discharge commences.

If regulations of the Port Authorities prohibit the discharge of cargo at night, the time so lost shall not count as used lay time.

(i) **<u>Ship Demurrage</u>:**

If lay time allowed is exceeded, GPA shall be liable to pay the **CONTRACTOR** for applicable demurrage. However, any delay due to vessel inspection and clearance by Local and Federal Authorities, breakdown of the vessel's equipment, or failure by vessel to comply with the requirements of the discharge port with respect to equipment aboard, shall not be counted in the lay time used for calculating demurrage. Waiting period for berthing, port formalities, product sampling and testing for quality conformance shall be deducted in the lay time calculation.

The vessel must be able to attain a discharge pressure of up to one hundred (100) psi measured at the F-1 Dock manifold. Time lost for slow discharging shall be deducted from the lay time used for calculating demurrage.

Demurrage cost if payable by **GPA** shall be at the single voyage demurrage rate specified in the single voyage Charter Party of the vessel loading the cargo in question and the **CONTRACTOR** shall furnish **GPA** with a copy of such Charter Party. Such charges must be submitted to **GPA** within 90 days after Bill of Lading date.

CONTRACTOR 's and **GPA**'s rights and duties under Section 24 and Section 25 do not supersede or control the provisions of Section 16 Force Majeure.

(d) **Dock Use Lay time Charges**:

Dock lay time of thirty-six (36) hours at the discharge port, to commence upon commencement of cargo discharging, and to cease upon last cargo hose disconnection. Dock lay time charges in excess of the first thirty-six (36) hours are paid by GPA to the F-1 dock Facility Manager.

In the event that the allowable lay time of thirty-six (36) hours is exceeded due to delays caused by the vessel, the Contractor shall reimburse GPA for any charges in excess of the allowable lay time. Calculation for reimbursement shall be based on the Letter of Protest issued to the Vessel's Officer converted to time units multiplied by the dock excess lay time charge cost.

SECTION 26. COORDINATION – AMMUNITION LOADING

(a) The **CONTRACTOR** is hereby advised and agrees that the unloading of fuel oil is not permitted during the time that the unloading or loading of ammunition is taking place at the U.S. Navy's ammunition wharf.

(b) Coordination to prevent conflict in unloading between ammunition and fuel oil will be effected

jointly by responsible parties representing the U.S. Navy, the Port Authority, **GPA** and the **CONTRACTOR**. Any charges that may result because of demurrage caused by delay in discharge of fuel oil related to ammunition unloading or loading will be borne by the **GPA**, provided that notice of arrival of tanker is given to **GPA** by the **CONTRACTOR** at least FIFTEEN (15) days prior to ETA Guam. In absence of such notice any delay costs shall be borne solely by the **CONTRACTOR**.

SECTION 27. FAILURE TO SUPPLY

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

SECTION 28. FAILUE TO PAY

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

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

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

SECTION 29. FAILURE TO COMPLY WITH LAWS

In the event the **CONTRACTOR** or any person or entity identified as principals in the offer submitted in connection with the bid shall be found by any court or administrative agency having jurisdiction over the subject matter of the violation, to have violated any law, rule or regulation in connection with **CONTRACTOR** 's performance of the obligations under the Contract in any

manner whatsoever directly or indirectly which violation shall constitute a breach of the peace, or an act involving moral turpitude or otherwise constitute endangerment of the health, safety and welfare of the citizens of the Territory of Guam, **GPA** may at its sole discretion terminate this Contract upon THRITY (30) days written notice.

SECTION 30. PENALTY CLAUSES

(a) **Late Deliveries**

(1) In case of five (5) delayed deliveries beyond the last day of the stipulated delivery date range on the discharge port, after the stipulated delivery date as set out in the nomination procedure, **GPA** reserves the right to terminate the present contract by his written notification, without obligation to indemnify the **CONTRACTOR**.

(2) **CONTRACTOR** accepts to pay **GPA** for every delayed delivery beyond the last day of the five (5) days stipulated delivery date range as set out in the nomination procedure, a penalty equivalent to:

- $0.30/MT multiplied by the Bill of Lading quantity for every day of delay if delivery is less than three days late.
- $0.60/MT multiplied by the Bill of Lading quantity for every day of delay if delivery is more than three days late.

In case of delay due to **GPA**'s fault or Force Majeure, the time of delivery shall be correspondingly extended, the **CONTRACTOR** waiving any respective claim against **GPA**.

(b) **Quality Outside Contractual Specifications**

In the event that any fuel, according to the analysis results of either the composite vessel sample or the "Umpire" sample has one or more quality characteristics outside the contractual specifications set in Section 10, then in addition to any other rights or remedies available to the **GPA** under this contract a penalty will be imposed according to the following:

(1) If the Asphaltenes content exceeds the specifications limits then for every ONE-HALF percent (0.5%) or part thereof will be a price reduction of zero point one percent (0.10%) on the price per metric ton.

(2) If the Vanadium content exceeds the specifications limits then for every 10 part per million (10 ppm) or part thereof there will be a price reduction of zero point one per cent (0.10%) on the price per metric ton.

(3) If the Sodium content exceeds the specifications limits then for every 10 part per million (10 ppm) or part thereof there will be a price reduction of zero point one per cent (0.10%) on the price per metric ton.

(4) If the Al+Si content exceeds the specification limit then for every one part per million (1 ppm) there will be a price reduction of zero point zero two per cent (0.02 %) on the price per metric ton.

(5) If the viscosity exceeds the specification limit then for every 10 cSt or part thereof, there will be a price reduction of zero point one per cent (0.10%) on the price per metric ton.

(6) If API exceeds the specification limit then for every zero point one degree (0.10^{o}) thereof, there will be a price reduction of zero point zero two per cent (0.02 %) on the price per metric ton.

(7) If the heating value is less than the specification limit, then there will be a price reduction calculated as the ratio of the Out-of- Specification heating value and the Guaranteed Heating Value specified in Section 10, multiplied by the Bill of Lading Quantity.

(8) If the bottom sediment and water exceeds the specification limit, then a price reduction shall be made for all water and non-petroleum sediment in excess of maximums specified in Section 10 multiplied by the Bill of Lading Quantity.

If any other quality parameter (besides the ones stated in) exceeds the specifications' limits, then a penalty will be agreed between **GPA** and **CONTRACTOR**.

It is expressly agreed that the present penalty clauses shall be imposed regardless of whether damages were or not suffered by the **GPA** due to the delay in delivering the fuel and fuel quality outside contractual specifications, and that the **GPA** reserves the right to claim cumulatively both the amount of the penalty clauses and indemnification for every direct damage suffered by him due to **CONTRACTOR** non-contractual actions or omissions. If during the period of this contract the **GPA** is forced to purchase fuel oil in order to maintain the **GPA**'s Power Stations on full commercial load as a result of failure on the part of the **CONTRACTOR** to deliver fuel oil in accordance with the terms of this contract (save for events of Force Majeure) any additional cost borne by the **GPA** over and above the price provided for in this Contract will be liable to be

refunded to the **GPA** either by payment from the **CONTRACTOR** or by way of reduction from his debts to the **CONTRACTOR** or from the Good Performance Bond of the Contract, or partially from both.

GPA reserves the right to retain the amount of the penalty clauses from his debts to the **CONTRACTOR** or from the Good Performance Bond of the Contract, or partially from both.

Notwithstanding the above conditions, **GPA** reserves the right to reject any or all deliveries that fail to conform to the quality requirements specified in Schedule A.

SECTION 31. DEFAULT

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

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

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

SECTION 32. ATTORNEYS FEES

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

SECTION 33. TERMINATION FOR CONVENIENCE

(a) **Termination**.

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

Any such termination shall be effected by delivery to the **CONTRACTOR** of a written Notice of Termination specifying the extent to which supply of fuel oil under the Contract is terminated.

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

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

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

(c) **Right to Supplies.**

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

(d) **Compensation.**

(1) The **CONTRACTOR** shall submit a termination claim specifying the amounts due because of the termination for convenience. If the **CONTRACTOR** fails to file a termination claim within ONE (1) year from effective date of termination, **GPA** may pay the **CONTRACTOR**, if at all, an amount set in accordance with subparagraph (3) of this paragraph.

(2) **GPA** and the **CONTRACTOR** may agree to a settlement provided the **CONTRACTOR** has filed a termination claim supported by cost or pricing data to the extent required by Section 3-403 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total Contract price plus settlement costs reduced by

payments previously made by **GPA**, the proceeds of any sales of supplies and manufacturing materials under the Guam Uniform Commercial Code, and the Contract price of the fuel supply not terminated.

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

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

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

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

(iv) The reasonable settlement costs of the **CONTRACTOR** including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract for the termination and settlement of Contracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the **CONTRACTOR** under this subparagraph shall not exceed the total Contract price plus the reasonable settlement costs of the **CONTRACTOR** reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under the Uniform Commercial Code.

SECTION 34. REMEDIES CUMMULATIVE

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

SECTION 35. COVENANT AGAINST CONTIGENT FEES

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

SECTION 36. NOTICE

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

GPA: General Manager
Guam Power Authority
Post Office Box 2977
Hagatna, Guam 96932-2977
TELEFAX: (671) 648-9225

CONTRACTOR: _____
_____
_____

_____

_____

SECTION 37. INTEREST OF OTHER PARTIES

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

SECTION 38. ASSIGNMENT

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

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

CONTRACTOR and GPA shall not transfer or assign its rights and obligations under this contract, in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, the CONTRACTOR may transfer or assign its rights and obligations under this contract, in whole or in part, to a US based affiliate (as defined hereinafter), with ninety (90) days prior notice to and at the consent of GPA. For the purpose of this contract, "US based affiliate" means any company or legal entity based in the United States of America which (a) controls either directly or indirectly a party hereto, or (b) is controlled directly or indirectly by such party, or (c) is directly or indirectly controlled by a company or entity which directly or indirectly controls such

party. “Control” for purposes of the previous sentence means the ability to direct the management and policies of a company or legal entity, whether through ownership of securities, by contract or otherwise.

SECTION 39. TIME

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

SECTION 40. AMENDMENT AND WAIVER

Neither the Contract nor any provision hereof may be changed, waived, altered, amended, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, alteration, amendment, discharge or termination is sought. For purposes of this Contract, the signature of the Chairman or his designee, of the Consolidated Commission on Utilities is required to bind the **AUTHORITY**.

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

SECTION 41. DESCRIPTIVE HEADINGS

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

SECTION 42. RELATIONSHIP OF PARTIES

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

SECTION 43. NUMBER AND GENDER

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

SECTION 44. SUCCESSORS IN INTEREST

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

SECTION 45. PARTIAL INVALIDITY

Should any part of the Contract for any reason be declared to be invalid, such decision shall not affect the validity of any remaining portion thereof, which remaining portion shall remain in force and effect as if the Contract had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of the Contract without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid.

SECTION 46. EQUAL OPPORTUNITY CLAUSE

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

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

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

SECTION 47. PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS TO THE TERRITORY

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

SECTION 48. RESTRICTION AGAINST CONTRACTOR EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES

GCA 5 §5253(b) restricts the CONTRACTOR against employing convicted sex offenders from working at Government of Guam venues. It states:

> (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the CONTRACTOR has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the CONTRACTOR is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24)

hours of such conviction.

SECTION 49. CONTRACT BINDING EFFECT

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

This Contract is binding upon the **CONTRACTOR** only if **CONTRACTOR** has been awarded the Contract in response to the **IFB-GPA- -20**. This Contract is subject to the approval of **GPA** and the Public Utilities Commission and it shall not be binding on part of **GPA** until such approval is made as evidenced by the signatories below.

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

_____ _____

John M. Benavente, P.E. **DATE**
General Manager

For **(CONTRACTOR)**:

(Company Name and Seal)

_____ _____

CONTRACTOR, Duly Authorized **DATE**
REPRESENTATIVE OF COMPANY

APPROVED AS TO FORM:

_____ _____

Graham Botha, Legal Counsel **DATE**
GUAM POWER AUTHORITY

SCHEDULE A: PRODUCT QUALITY SPECIFICATION

RESIDUAL FUEL OIL NO.6

Item	Test Parameter	Unit of Measure	Approved Test Method	Acceptable Alternate Test Methods	Minimum Allowed Value	Maximum Allowed Value	Comments
1	**Sulphur Content**	% mass	ASTM D-4294	ASTM D-2622	N/A	LSFO = 1.19 HSFO = 2.00	
2	**Sulphur Mercaptan**	Ppm (g/kg)	ASTM D-3227	UOP 163		100	
3	**Pour Point**	Deg C	ASTM D-97	N/A	N/A	21	
4	**Flash Point**	Deg C	ASTM D-93	N/A	66	N/A	
5	**Kinematic Viscosity**	cSt at 50 ºC	ASTM D-445	ASTM D-2161		175	
6	**Sediment By Extraction**	% mass	ASTM D-473	N/A	N/A	0.05	
7	**Water By Distillation**	% by Volume	ASTM D-95	N/A	N/A	0.50	
8	**Vanadium Content**	Parts Per Million	ASTM D-5708	a)ASTM D-5184 b)ASTM D-5863 c) IP 501 d) IP 433 e) ISO 14597	N/A	90	
9a	**Silicon Content**	Parts Per Million	ASTM D-5184	a) IP 470 b) IP 377 c) ISO 10487 d) IP 501	N/A	Combined Al + Si Not to exceed 70 ppm. Al not to exceed 30 ppm.	Individual results to be reported separately
9b	**Aluminum Content**	Parts Per Million	ASTM D-5184	a) IP 470 b) IP 377 c) ISO 10487 d) IP 501	N/A		
10	**Guaranteed Gross Heating Value (HHV)**	Million BTU Per US Barrel	ASTM D-240	N/A	6.10	N/A	
11	**Micro- Carbon Residue**	% mass	ASTM D-4530	ASTM D-5245 ASTM D-189 (see comments)	N/A	10	
12	**Ash**	% mass	ASTM D-482	N/A	N/A	0.10	
13	**Asphaltenes**	% mass	ASTM D-6560	IP 143	N/A	5	
14	**Sodium**	Ppm	ASTM D-5863/B	ASTM D-5708/B IP288 IP 501	N/A	40	
15	**Total Sediment (Existent)**	% mass	ISO 10307-2	ASTM D-4870 IP 377	N/A	0.10	
16	**Compatibility**	a) Cleanliness ratio b) Compatibility ratio	ASTM D-4740	N/A	N/A	a) 1 b) 1	a) to be reported from load port b) to be determined on arrival Guam unless otherwise notified in the specific instance. See Note.
17	**API Gravity**		ASTM D-287	ASTM D-1298 and conversion	12.1	23.0	
18	**Density @ 15 ºC**	Kg/L	ASTM D-287	ASTM D-1298 ASTM D-4052		0.9855	
19	**Odor**				Report		See Note
20	**Hydrogen Sulfide content (in liquid phase)**	Mg/kg	IP-399	IP-570	N/A	2.0	See Note
21	**Used lubricating Oil (ULO)**				The fuel shall be free of ULO		See note
	Zinc	Mg/kg	IP 501	IP 470		10	
	Phosphorus	Mg/kg	IP 501	IP 500		10	
	Calcium	Mg/kg	IP 501	IP 470		30	

The Authority reserves the right to require the supplier to add and to conduct additional tests as necessary.

Notes on Schedule A:

Item 16: **Compatibility**

CONTRACTOR shall ensure that each shipment of fuel oil is compatible with a representative sample of the previous shipment of the same grade. Testing for compatibility will be conducted at load port according to the test method ASTM D-4740 mutually agreed between both parties and the **CONTRACTOR** will guarantee spot rating of 1.

Item 19: Odour.

The odor shall be typical and characteristic of mild hydrocarbon smell, but must not be unusually strong, repulsive, or obnoxious. The fuel delivered shall be subject to inspection by regulatory agencies such as the United States Environmental Protection Agency (USEPA), or by an independent third party inspector, should issues related to odour arise. In the event that such unusually strong, repulsive, or obnoxious odor is detected and is deemed due to the quality of the product delivered by the Contractor, the product shall be replaced at the Contractor's expenses.

Item 20:

Hydrogen Sulfide in Liquid Phase. Individual samples shall be drawn on the ship compartments. Report shall be based on the mathematical average of the test results.

Hydrogen Sulfide in Vapour. The Contractor or its agent is required to disclose the Hydrogen Sulfide concentration for each cargo compartment on a daily basis upon sailing from the load port. The Contractor shall ensure that the Hydrogen Sulfide concentration in vapour phase on board the vessel does not exceed 80 ppm prior to cargo arrival on Guam. In the event that the Hydrogen Sulfide levels are exceeded on cargo arrival, the vessel will be required to leave the Guam port and de-gas to the required concentration and all costs shall be borne by the Contractor.

Item 21: Used Lubricating Oil.

A fuel shall be considered to be free of ULO if one or more of the elements zinc, phosphorus and calcium are below or at the specified limits.

All three elements shall exceed the same limits before a fuel shall be deemed to contain ULO.

SCHEDULE B: F-1 DOCK PORT AND TERMINAL INFORMATION HANDBOOK

SCHEDULE C: F-1 DOCK FACILITY- VESSEL VETTING PROCEDURE