

9.2

10.

ADJOURNMENT

Litigation Matter

CONSOLIDATED COMMISSION ON UTILITIES

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

Regular Board Meeting CCU Conference Room, Gloria B. Nelson Public Service Building 5:30 p.m., May 24, 2016

AGENDA

1.	CALL	TO ORDER			
2.	APPRO	OVAL OF MINUTES			
3.	GM RE 3.1 3.2	PORT / UPDATE GPA GWA			
4.	COMM 4.1	UNICATIONS Public Comments (2 min. per person)			
5.	LEGAL	COUNSEL			
6.	NEW BUSINESS				
0.	6.1	GPA			
	6.1.1	Financials			
	6.1.2	Resolution 2016-29 Relative to EMCE Consulting Engineers Contract for the GIAA Third Party M&V Services			
	6.1.3	Resolution 2016-30 Requests for Property Insurance Procurement			
	6.1.4	Resolution 2016-31 Streetlight LED Conversion Project			
	6.1.5	Resolution 2016-32 Dededo CT Reallocation of Bond Funds			
	6.1.6	Resolution 2016-33 Acquisition of Property for Energy Storage Facility			
	6.1.7	Resolution 2016-34 LEAC Adjustment			
	6.1.8	Resolution 2016-35 Relative to Unarmed Guard Security Service			
	6.1.9	Resolution 2016-36 Relative to Update of Integrated Resource Plan			
	6.2	GWA			
	6.2.1	Financials			
	6.2.2	Resolution 35-FY2016 Relative to Diesel Fuel Oil No. 2 & Regular Unleaded Fuel for the GWA Transportation Fleet			
	6.2.3	Resolution 36-FY2016 Relative to Water Hydraulic Modeling Data Collection Barrigada Service Area			
	6.2.4	Resolution 37-FY2016Relative to Design Build of Northern WWTP Service Area WW Pump Station Improvements			
	6.2.5	Resolution 38-FY2016Relative to Checking Account with the Bank of Hawaii for Merchant Banking Contract			
	6.2.6	Resolution 39-FY2016 Relative to GWA's 2016 True-up and FY2017 Budget			
7.	OLD B	USINESS			
8.	ANNO	JNCEMENTS			
	8.1	Next CCU Meetings: Work Session – None; Meeting 6/7/16			
9.	EXECU 9.1	ITIVE SESSION Personnel Matters			



CONSOLIDATED COMMISSION ON UTILITIES

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

Regular Board Meeting

CCU Conference Room, Gloria B. Nelson Public Service Building 5:30 p.m., April 26, 2016

MINUTES

1. CALL TO ORDER

Chairman Duenas called the Regular Meeting of April 26, 2016 for GPA and GWA to order at 5:30 p.m. He announced that all five (4) Commissioners were present and there was a quorum. Those present include:

Commissioners:

Joseph T. Duenas

Francis E. Santos

George Bamba

Pedro Guerrero

Simon Sanchez

CCU Chairman

CCU Vice Chairman

CCU Secretary

CCU Treasurer

CCU Member

Executive Mgmt.:

John Benavente GM / GPA
Miguel Bordallo GM / GWA
Melinda Camacho AGMO / GPA
Greg Cruz CFO / GWA
John Kim CFO / GPA

Graham Botha Staff Attorney / GPA & GWA

Management & Staff:

John J. Cruz Manager SPORD / GPA

Paul Kemp AGM Compliance & Safety / GWA

Dave Fletcher GWA

Lisa San Agustin Utility Services Administrator / GWA

Ron Topasna GWA

Art Perez Public Information Officer / GPA

Melvyn Kwek Chief Information Technology Officer / GPA

Karen Grape IT / GWA

Vangie Lujan Compliance / GWA

Heidi Ballendorf Public Information Officer / GWA
Julie Quinata Personnel Services Administrator / GPA

Sandi Perez HR / GPA

Joyce Sayama Mgmt. Analyst / GPA Ex. Office Kathy Beleno Mgmt. Analyst / GWA Ex. Office

Lou Sablan Board Secretary / CCU

Guest:

Fred Horecky PUC Andy Niven PUC

Anjelica Perez AM Insurance
George Watson Brown & Caldwell
AJ Layson TG Engineers
Nestor Licanto KUAM

Bill Chang Brown & Caldwell Kurt Bilz Brown & Caldwell

2. APPROVAL OF MINUTES

The Minutes of March 22, 2016 was presented for approval.

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

3. GM REPORT / UPDATE

- 3.1 GPA No report
- 3.2 GWA

"One Guam" Initiative – GWA and DoD NAVFAC

- TMW License Agreement:
 - MOU is complete. Final license is ready for GWA to sign. Submitting Resolution 29-FY2016.
 - Signing ceremony has been suggested for May 5, 2016 (maybe June), pending confirmation from Navy.
 We hope that the One Guam logo will be ready.

There was discussion on the logo to move Guam to left and Navy on right. Comm. Sanchez recommended that GWA ask artist to move logo to left and then present it to military for consensus.

- Exhibit A to MOU Edits/ Updates:
 - o Tumon Maui Well:
 - GWA will continue to meet with joint DoD-GWA quarterly meeting status review of the TMW.
 Checklist will be developed and agreed upon by GWA and DOD personnel involved in the quarterly reviews prior to the first quarterly review.
 - Route 3 and Potts Junction Connection:
 - GWA is finalizing the design of the Potts Junction Connection.
 - GWA Public Affairs Office will provide a joint-venture logo for all GWA-NAVY ventures. The logo will be
 affixed on signs placed at TMW and all future joint projects. Two options have been developed and sent
 to Navy for input.
- TMW Startup and Operation Testing Plan:
- TMW pumping tests were completed with no problems. The first pumping test moved water into the TMW holding
 tank and then into the GWA sewer system. GWA requested to know the pump rate used.
 - No contaminants were detected.
 - TMW permit pumping rate is 900 gpm, but the license agreement sets the maximum pumping rate at 800 gpm. Pumping rates of the TMW pumps were requested to be verified.
 - o GWA will place on standby four (4) wells (800 gpm) after the TMW is operational
 - A USGS study may have recommended lower pumping rates based on theoretical models to maintain the aquifer, but the TMW's one-year license will allow GWA to explore higher draws from TMW.
 - Navy and GWA will continue to monitor wells, adjust water quality and track system data to ensure maintenance of the aquifer. If needed, TMW draw can be reduced.
- At the AWWA-HiWPS Water Conference held on April 11-12 at the Guam Lotte Hotel, the "One Guam" Forum
 was presented. The TMW was highlighted as a proof of concept for future integration of the GWA and DOD water
 systems. The panel consisted of CCU Chairman Joseph Duenas, Captain Stephanie Jones, GWA GM Miguel
 Bordallo, and NAVFAC Marianas Engineer Armando Abad.
- GWA and DOD will be working on a combined community drought outreach to address the potential issues related to the drought.

GIAA Water System

- GWA and GIAA Management conducted a 2nd meeting regarding an updated operating agreement.
- GWA provided preliminary cost information for system operation to GIAA; additional detail was requested for cost elements identified; GWA is working on assembling the detailed information.
- GIAA provided a list of their tenants served by the GIAA water system; GWA is vetting the data to confirm all
 connections, billing issues, and associated costs/revenues.
- GWA operations is comparing internally developed facility corrective maintenance list against GIAA list.
- GWA operations personnel have submitted security clearance applications for unescorted access to water system
 facilities within the AOA.

- GIAA and GWA still working on the following issues:
 - Compliance responsibilities to be clarified
 - Metered connections
- GWA is working with GIAA to examine feasibility of proposed additional reservoir site for GWA Court Order
 project; options were developed at the last meeting and GIAA is verifying if they are suitable and will work with
 their planned terminal expansion.

There was discussion about the water tank across Home Depot. GM Bordallo said that the plan is to keep it running until the new tank is operational then assess (inspect and evaluate) its further use.

Comm. Guerrero asked how much it cost to operate the GIAA system last year. Are our costs being recovered – the GM said yes he believes GWA is more than recovering its cost. The Chairman said this would be a good report to provide the Commission once all the data is collected.

Comm. Bamba asked if all customers that were hooked up to the GIAA system are now under GWA? GM said there are a couple of accounts being served by their system that they are not aware of and have had request from other customers to hook up to the GIAA system when GIAA is not interested to do. GM said they are looking into this. Comm. Bamba said that the goal is to get everyone off GIAA and into GWA as official customers.

It was discussed that the FAA recommended that GWA's secondary tanks (currently operational to support GIAA) be taken down but GIAA indicated that they would prefer to keep them operational as backup / emergency. GM Bordallo said this is still in the discussion stage. The timeframe is sometime before summer.

USEPA Projects

- Summary of all SRF grant funded projects are included as Attachment A
- Design projects (11 total):
 - 1 project completed (ND SSES & I/I)
 - 5 projects underway
 - Asan-Adelup Sewer Rehab/Replacement
 - Agat Sewer Rehab/Replacement
 - B&C Proj. Management
 - WRMP Update
 - Rte. 4 Relief Sewerline Rehab/Replacement
 - 5 projects in procurement
 - 1 in negotiations Water Hydraulic Model
 - 2 in contract finalization
 - Groundwater Wells
 - Tumon Sewer Hot Spots
 - 2 out for RFP; proposals due April 28th
- Design-Build projects (7 total):
 - 1 projects in procurement package development Macheche Hill Sewer Rehab
 - 1 project pending award Sewer PS Backup Power
 - 2 projects in procurement advertised, pending proposals
 - Critical Sewer Pump Stations
 - Sewer Pump Station High Water Alarms
 - o 1 project (CM) in procurement package development Macheche Hill Sewer Rehab
 - 2 projects (CM) in procurement
 - Critical Sewer Pump Stations
 - Sewer Pump Station High Water Alarms
- Construction projects (6 total):
 - 1 project underway Southern SSES/Rehab (Agat-SR-Umatac-Merizo)
 - 2 projects in procurement package development
 - Southern SSES/Rehab (Baza Gardens-Talofofo)
 - GW Well Rehab (D & M Wells 5)
 - 2 projects (CM) under contract
 - Southern SSES/Rehab (Agat-SR-Umatac-Merizo) on going
 - GW Well Rehab (D & M Wells 5) pending construction start

1 project (CM) in procurement package development - Southern SSES/Rehab (Baza Gardens-Talofofo)

Comm. Bamba recommended that management get bids out because it may be difficult to find contractors once the DoD projects are ready because GWA is small compared to the military.

Court Order

- Performance Summary report (see Compliance Division Report)
- Out of 90 Total items
 - o 68 completed
 - o 11 items on schedule
 - o 11 items delayed
 - SSES (2 items)
 - Agat/SR System Upgrades (3 items)
 - Baza Gardens
 - Sewer Cleaning
 - CCTV
 - Cl Residual Monitors
 - Meters
 - Sinajana Waterline
- No overflow or Bypass event reports had to be provided to USEPA

Comm. Guerrero asked clarification on "delay" and GM responded that the projects were not completed by the deadline imposed but are now either complete or in "substantial compliance" – almost complete. It was mentioned that there is no fear that USEPA will be sending GWA any notice of non-compliance warning or default. Comm. Bamba asked management to provide at their next report – show what's completed, outstanding and timeframe for completion.

AWWA-HIWPS Conference

- GWA Staff were very involved in the planning and successful execution of this event
 - Paul Kemp, Vangie Lujan (planning committee chairperson), Geigy Salayon, Melissa Schaible, Nicole Quan, Lisa San Agustin
 - Demonstrates GWA's leadership in improving the water and wastewater industry on Guam and the Western Pacific Region
 - CNMI representatives partnered with GWA counterparts in preparation for next year's event being hosted in the CNMI
- In its 2nd year, the conference was expanded
 - o 2 days of technical presentations on water and wastewater topics
 - Keynote speaker addressed 'Tapping into your People' and the value of employees to organization success
 - o Panel discussion on "One Guam" initiative
 - Local industry/vendor 'trade show' and exhibits
- Over 130 attendees this year, up from 80 attendees last year
- Post-conference feedback indicates it was a great success

Land Acquisition Status

- CLTC properties needed for Court-order improvement projects
 - o Right of access obtained, projects are proceeding
 - Draft legislation vetted with DLM/CLTC
- Private properties needed for Court-order improvement projects
 - Negotiation is ongoing
 - 2nd Offer letters submitted
 - Coordinating with legal counsel on drafting purchase agreements

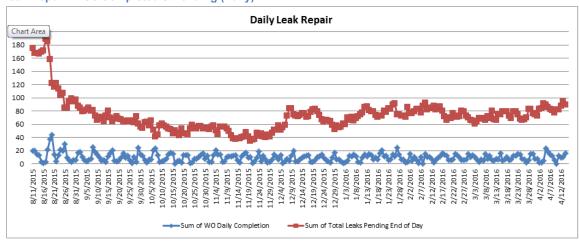
Comm. Bamba – does GWA have an overview of how many of these lands are requiring rights of access. GM Bordallo said historically if the roadway does not have proper rights of way then this may happen but he only knows of one (1) instance where GWA was not entirely on the right of way; this matter has been addressed and is being addressed on a case by case basis as they come up.

Comm. Sanchez has the Nissan tank matter been resolved; GM Bordallo said yes - a resolution will be presented tonight to address this matter.

On the draft legislation has management been keeping legislative oversight chair Senator Tom Ada updated and GM confirmed yes.

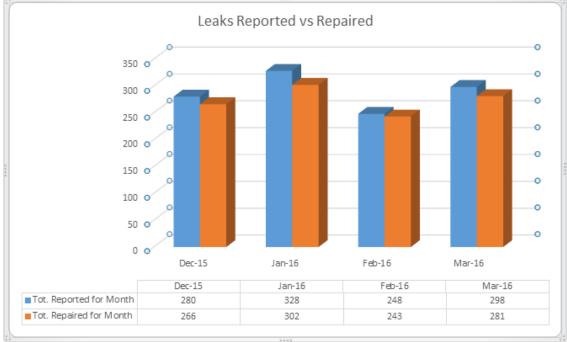
Key Operational Issues

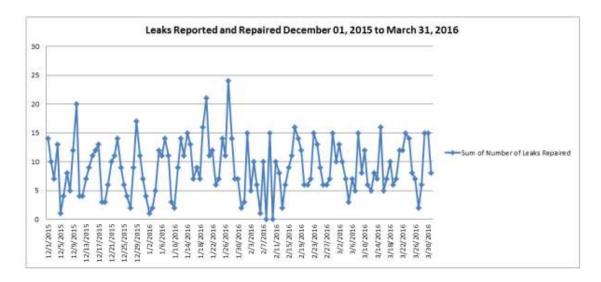
Leak Repair: WOs Completed & Pending (Daily)



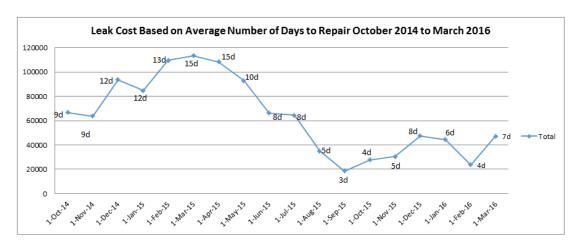
Comm. Bamba asked if there are problematic leak repairs and GM said yes - they are initiating a way to track these occurrences. Comm. Guerrero asked if management needed to hire more people or outsource to get these projects done faster. GM Bordallo said he placed ads for trades helper to augment leak repair & CCTV unit so there will be 2 full crews to address and aggressively take care of leaks as part of conservation effort. He added that management is trying to get number down to a more manageable level by June 1.

Leak Repair: Leaks Reported and Repaired (Monthly)

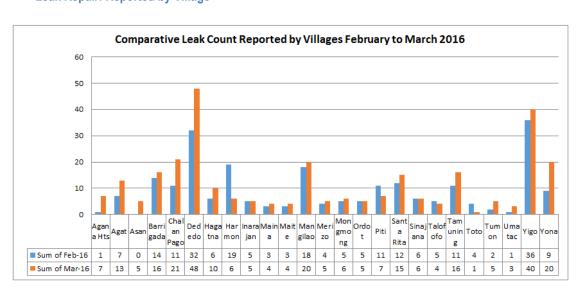




Leak Repair: Cost Savings – Days to Repair (Monthly)



Leak Repair: Reported by Village



Comm. Bamba was concerned that the highest incidences of leaks occur in Dededo and Yigo because our aquifers are there. Comm. Guerrero commented that the report does not show unscheduled main breaks (big leaks) immediately. GM Bordallo said that he will add this missing piece on his next report.

4. COMMUNICATIONS

- 4.1 Public Comments None
- LEGAL COUNSEL None

6. NEW BUSINESS

6.1 GPA

6.1.1 Financials

CFO Kim reported that March revenues are close to budget 12.8M v 12.6M; kWh sales are within projection 121k v 129k. Comm. Sanchez commented that people are using more power because it's getting warmer. On # of customer is flat earlier in the year were deep increases but now it's tapering down. Comm. Sanchez commented that GPA continues to add more customers. Fuel recovery is still low; LEAC is better than projected – under recovery is about \$2.4M. GM Benavente said the plan is to recover within the next 2 months. It does not look like there will be a major LEAC adjustment this summer. O&M is under budget \$5.8 vs. \$5.2M; Debt service coverage ratio is very good 2.23. – significantly higher than required, 1.3. Cash on hand is \$139k. Comm. Santos asked about spike in unrestricted funds ... what caused spike of \$10M from Feb-Mar. CFO Kim said we actually received \$5M (from insurance) and not spending CIP's yet which will be spent eventually. Purchase orders are slowly being released as well slowly releasing RFP's. GM Benavente said Saipan recovery funds also play a part in the spike.

6.1.2 Resolution 2016-21 Conversion and Installation of LED Streetlights

Resolution 2016-21 is relative to the conversion of High Pressure Sodium (HPS) Streetlights to Light Emitting Diode (LED) Streetlights. GPA will convert all 16,862 HPS streetlights island wide from HPS to LED and the proposed installation work will be performed in-house by T&D personnel.

The implementation of an LED Streetlight Replacement program will save on fuel expenses by nearly \$1 million annually and reduce annual maintenance costs by approximately \$400,000.

The total estimated project cost is \$5.63 million. To date, GPA has completed conversion of 4,886 streetlights from HPS to LED streetlights (1,026 ARRA and 3,860 T&D). The cost to convert the remaining streetlights is:

	REMAINING CONVERSION Total Streetlight Count Less ARRA Installations and T&D Installations						
			Material		Installation	Installation	
Item	Description	Qty	Unit	Material Cost	Unit	Cost	Cost
	150HPS						
1	Equivalent	10,530	\$220.00	\$2,316,600.00	\$103.06	\$1,085,252.36	\$3,401,821.80
	250HPS						
2	Equivalent	1,352	\$240.00	\$324,480.00	\$103.06	\$139,337.12	\$463,817.12
	Total:	11,882		\$2,641,080.00		\$1,224,558.92	\$3,865,638.92
						Yearly Cost	
						(Total Cost / 3)	\$1,288,546.31

The anticipated **annual cost** for the remaining years is \$1,288,546.31 inclusive of labor. GPA anticipates converting another 1,600 HPS streetlights to LED by the end of Fiscal Year 2016 at a cost of approximately \$356,000.00 for materials only. GPA previously purchased 400 streetlights at \$92,080 in FY2016. It was noted that the funding for this project will come from GPA's CIP Budget and estimated completion date is around December 2018.

Comm. Santos asked GM Benavente to show the Commission a cost benefits analysis to have the installation work done in house v. outsourcing. He also asked if this project can be done within FY2017. He asked management to review the inquiry come back and respond. GM Benavente said this matter will be addressed in next package. Comm. Sanchez said that by switching to LED GPA can save \$1.5M

Comm. Sanchez motioned to approve Resolution 2016-21; Comm. Sanchez seconded. There was no further discussion or objection and the motion passed.

6.1.3 Resolution 2016-20 Pay Grade Reassignment of the EPSD II Position and Pay Policy

This resolution is relative to the Pay Grade Reassignment of the Electric Power System Dispatcher II position and pay policy for incumbents and employees who promote into the Electric Power System Dispatcher II position. Approving this request allows management to approve and amend the job evaluation points & pay grade reassignment for the Electric Power System Dispatcher II position; implement a step-to-step placement for each incumbent of the Electric Power System Dispatcher II position as a result of the pay grade reassignment with an additional 3 sub-step in the higher grade; apply the promotion pay policy of identifying 6 sub-steps up from the current base salary and slotting into the higher grade with an additional 3 sub-steps to determine the new base salary for employees who are promoting to the Electric Power System Dispatcher II position; provides incentives to retain employee's holding the Electric Power System Dispatcher II position; provides incentives to lure qualified applicants both internally and externally. The Electric Power System Dispatcher II job announcement has been published on an open and continuous basis over the course of several years yet GPA is unable to attract a sufficient pool of qualified applicants both internally and externally. The total cost to fund this position is \$34,603 to include the cost for incumbent EPSD II - 3 employees @ \$14,582 and an additional \$20,022 for 6 vacancies / promotions and will be funded by O&M.

The GM said this is a difficult position to recruit for. Management needs to do something different to try to fill this position. It is a high stress position and GPA is taking some measures like increasing the grade for this position and an internal announcement has gone out soliciting interest and the response is very good. Mr. Guerrero asked can the same process apply to the I position and GM Benavente said that Dispatcher 1 is already at Level K adding that they will fill for both positions as they go through the process.

Comm. Bamba motioned to approve Resolution 2016-20; Comm. Guerrero seconded. There was no further discussion or objection and the motion passed unanimously.

6.1.4 Resolution 2016-22 Amendment to the Residual Fuel Oil Contract

Resolution 2016-22 is relative to Amendment No.3 to the RFO Supply contract with Hyundai which includes the amendment of certain provisions of the contract. These provisions include the number of allowed shipment delays, limits on the delivery date range confirmation, minimum cargo quantity, ship lay time, and an adjustment of the Performance Bond depending on the value of the shipment. The amendment is reasonable and acceptable and does not impact the contract cost. There is no change in the contract pricing provisions. GPA and the ratepayers will continue to benefit from the savings generated from the reduction of the contract premium fee for the duration of the 3-year contract extension.

GM Benavente said this is more change in terms and conditions; the price does not change. GPA is using less fuel and the vessel is much larger allowing Hyundai to bring in cargo more economically. Overall the change is balanced and does not affect the price. The CCU approved a 3-year reduction in the premium

Comm. Bamba asked the rationale for lowering the performance bond to \$15M. GM Benavente said the current contract is for \$25M and this resolution reduces the value of the shipment to around \$15M, thus the lowered performance bond amount. It was mentioned that the usual shipment is 10-11,000 barrels and it was mentioned that this too may change in the future. It was also mentioned that GPA has ample storage capacity

Comm. Sanchez motioned to approve Resolution 2016-22; Comm. Bamba seconded. There was no further discussion or objection and the motion carried.

6.1.5 Resolution 2016-23 Authorization to Purchase a 35-Ton Crane

GPA's existing crane is over twenty years old and is beyond its useful life expectancy. Official No. 4770 requires extensive engine and boom repairs and is beyond reasonable economical repair. Resolution 2016-23 is asking the Commission approval to purchase A new 35 Ton mobile crane to replace the existing mobile crane. The purchase of this crane will save over \$30K in annual repairs and up to \$118K in avoided/prolonged outages. A Benefit Cost Analysis was conducted showing a benefit cost ratio of 2.32. An Invitation for Bid was released and Far East Equipment Company, the sole bidder, met all minimum requirements and procurement regulations. The total cost to procure a 35 Ton crane is \$491,705.50 and will be funded from Capital Improvement Funds. Lead time to complete this procurement is 240 days.

Comm. Santos motioned to approve Resolution 2016-23; Comm. Sanchez seconded.

In discussion, it was mentioned that the new crane would be used by both GPA and GWA. Comm. Guerrero asked if the crane could be used on public highways. It was confirmed that the crane has to be loaded on a low boy unless it is a short distance.

On the motion there was no further discussion or objection and the motion passed.

6.1.6 Resolution 2016-24 Authorization for Yigo CT Repair

The Yigo CT unit responds and reacts quickly to power surges or intermittency due to Solar PV Renewables on line. The repair is needed to help with this intermittency and to contribute to GPA's capacity and help meet system demand. The CT's PMC along with Yigo CT team did an initial assessment that showed material loss, corrosion and other issues. GPA and CT PMC intend to maximize the downtime of the unit to complete necessary repairs along with other projects that will extend the life and improve the efficiency and performance of the unit. TEMES was awarded the contract, it was determined that they are the most responsive, responsible and qualified bidder. The repair cost is estimated to be about \$2.3M and will come from working capital funds. The project completion time is anticipated to take about three (3) months.

Yigo CT went down in March and management intends to air freight in the turbine unit so the repair can be expedited. Management agrees that doing so is expensive but it is important to get Yigo CT fixed expeditiously. The unit will be refurbished and will save fuel cost and the money spent for this repair would be recovered.

It was mentioned that the status of MEC 7 is still unknown causing the urgency of the repair of Yigo CT.

Comm. Bamba asked if the Unit will be USEPA compliant when the repair is completed and the GM confirmed yes, it would be compliant.

Comm. Bamba motioned to approve Resolution 2016-24; Comm. Sanchez seconded. On the motion there was no further discussion or objection and the motion passed unanimously.

6.1.7 Resolution 2016-25 Extension of the Interruptible Load Program

The Interruptible Load Program (ILP) is an isolation or reduction of a customer's load as directed by the GPA Dispatcher by which the customer transfers their power supply from the GPA power system to the customer owned backup generator. The pilot program was initially approved (Resolution 2015-44) on September 23 for 6 months, ending on March 23, 2016. The interruptible load program provides approximately 14 MW of customer load that can be removed from the system during peak periods. GPA commissioned 40 MW of temporary power to provide reserve generation capacity due to the loss of Cabras 3&4 Power Plant on August 31, however the recent loss of Yigo CT and TEMES CT have further decreased system generation capacity and caused the system to be more vulnerable to service interruption.

On April 11, the additional loss of the Piti #7 unit, required GPA to initiate a load shedding schedule and request assistance from its customers to reduce or remove load from the power system. Cabras Unit #2 was put into service from its extended overhaul on April 18 but continues through its startup program before cleared for full operation. GPA seeks approval to extend the ILP program beginning April 11 thru August, 2016.

GPA projects credits from fixed rates for a total of 14 participants for estimated 14 MW of customer demand is \$92,500 per month. Variable rate credits are dependent on customer outage hours the following are projected monthly costs for various outage hours:

Outage Hours per	Monthly Variable
Customer	Credit
0	\$ -
5	\$ 27,522.31
10	\$ 55,044.62
20	\$ 110,089.24
25	\$ 137,611.55

Based on an average of 10 outages per month per participant, it is estimated costs will total \$1,327,948 and intends to fund the program through the Business Interruption Insurance Funds

GPA requests an extension thru December 2016 for the maintenance outages for MEC, the transformer installation at Cabras Unit #1 and the repairs of the Yigo and TEMES CT plants. GM Benavente said he had hoped to have interruptible load finished by March but due to unforeseen events, he needs to extend the program to end of FY adding that management will use this only as a last resort.

Comm. Sanchez motioned to approve Resolution 2016-25; Comm. Bamba seconded. There was no further discussion or objection and the motion passed.

Comm. Guerrero commented that there was a customer that didn't get paid; GM Benavente responded that this customer was getting paid up until the program ending of March 23. The customer was asked to extend the Interruptible Load Program but decided not to extend. GM Benavente said If this customer wants to return to the program, they can do so.

6.1.8 Resolution 2016-26 Relative to Bank of Hawaii Account to support Merchant Banking Service

Resolution 2016-26 requests the Commission to authorizing the GPA to open a checking account with the Bank of Hawaii dedicated to collection and deposit of funds processed through Bank of Hawaii's merchant banking contract with GPA. The objective is to provide GPA a means to deposit funds processed through debit and credit card transactions in order to facilitate the reconciliation of payments processed by the merchant banker and payments recorded in the Customer Care and Billing System (CC&B). GPA has an existing contract with BOH that was procured through a Request for Proposal (RFP). It will not cost GPA anything more than the regular fees charged to GPA for other accounts held at Bank of Hawaii. GPA will exercise its due diligence to maintain appropriate bank balances to avoid unnecessary bank charges. The account can be opened within one to two days of the approval of this resolution. The source of funds deposited will be all debit and credit card transaction amounts processed by Bank of Hawaii either online or in the lobby of all GPA locations.

Comm. Sanchez motioned to approve Resolution 2016-26; Comm. Bamba seconded.

In discussion Comm. Duenas commented to GWA CFO Greg Cruz that the CCU thinks it will be good for GWA to do the same thing. The CFO responded that he believes GWA can proceed to establish an account without board approval. BOH only asked GWA to complete an application to enable the swiping of funds into a BOH account. Chairman Duenas recommended that GWA introduce a similar resolution for GWA. CFO Cruz confirmed that credit cards are currently being accepted and funds are being review the application and if needed, follow through with a CCU resolution. CFO Cruz also confirmed that currently credit card transactions are deposited into Bank of Guam account but eventually all credit card transactions will be deposited at BOH too. Comm. Sanchez asked GPA CFO Kim when GPA can start sweeping cash and he responded that the process is immediate because GPA has an existing account at BOH already. It was mentioned that it may be possible that all GPA/GWA credit card transactions will be in effect with BOH in May and with fixed credit card fees. Comm. Duenas stated at the end of day the CCU's main concerned is that customers are able to make their payments and that the service is cost effective.

On the motion, there was no further discussion or objection and the motion passed.

6.1.9 Resolution 2016-27 Relative to Coast 360 Account to Support Facilitation of Customer Payments

Resolution No. 2016-27 is similar to Resolution 2016-27 in nature. It authorizes GPA to open a checking account with Coast 360 Federal Credit Union (Coast 360) dedicated to collection and deposit of GPA customer payments processed through the Coast 360 locations. It has a similar objective which is to provide GPA a means to deposit GPA customer payments processed through Coast 360 tellers in order to facilitate the reconciliation of payments processed by Coast 360 and payments recorded in the Customer Care and Billing System (CC&B). By approval, a Coast 360 account will be established on island and it will not cost GPA anything more than the regular fees charged by Coast 360 to other account holders at the credit union. GPA will exercise its due diligence to maintain appropriate bank balances to avoid unnecessary bank charges. The account can be opened within one to two days of the approval of this resolution. The source of funds deposited will be all GPA customer payments processed by Coast 360 at their locations.

Comm. Sanchez motioned to approve Resolution 2016-27; Comm. Bamba seconded.

In discussion Comm. Sanchez asked if GWA also open an account at Coast. GWA CFO Cruz confirmed that GWA already has a relationship with Coast 360.

On the motion there was no further discussion or objection and the motion carried.

6.1.10 GPA Resolution 2016-28 / GWA Resolution 34-FY2016 Relative to Reorganization/Realignment for GPA&GWA If approved, Resolution 2016-28 will realign GPA's organizational structure to become effective and efficient. – aligning its goals with organization's objectives. GPA recognizes that changes to the organizational structure are often made to focus efforts on the organization's core competencies and to minimize the use of resources elsewhere. Management will complete the realignment within 5 to 6 months and any cost incurred would come from revenue funds.

GM Benavente explained that the organizational chart was amended to allow CFO to handle payroll and cash management following GWA's structure. GM Benavente wants CCU approval to proceed and will come back to CCU for final approval and comments / structure. Legal Counsel Botha advised that the companion resolution for GWA is also attached as Resolution 34-FY2016 which lays out the same process for the timeline and basic org chart. The Chairman said the Commission will deal with each resolution independently beginning with GPA's.

Comm. Bamba motioned to approve Resolutions 2016-28; Comm. Sanchez seconded. On the motion, there was no further discussion or objection and both resolutions passed.

The Chairman reaffirmed that this is just beginning of the process and management will come back to CCU for final blessing. It was mentioned that this matter does not require filing with PUC but they can get involved thru public hearings.

The objective of GWA Resolution 34-FY2016 is to reorganize and realign GWA's organizational structure to enhance management and span of supervision, increase effectiveness and efficiency, and improve cooperation and collaboration across all functional areas. GWA recognizes that changes to the organizational structure are often made to focus efforts on the organization's core competencies and to minimize the use of resources elsewhere. The reorganization is GWA wide and will not incur any costs other than costs for publication. The reorg will run 9-10 months and is revenue funded.

Relative to GWA Resolution 34-FY2016, GM Bordallo commented that that GWA's is different because it more of a restructuring / reorganization than a realignment. He said more time is needed for the steps and actual slotting of positions – GPA has only 7 steps while GWA has 13. He said he will give the Commission an update prior to the final so they can see the process. Like GPA, GWA will follow necessary rules to comply with law and will come back to CCU for final approval.

Comm. Sanchez motioned to approve Resolution 34-FY2016; Comm. Bamba seconded. On the motion there was no further discussion or objection and the motion passed.

6.2 GWA

6.2.1 Financials

CFO Cruz reported that GWA's revenue is 7% ahead of last years and in line with the rate increase; spending rate is below budget but 9% or higher than prior year. Discussion followed on the cause for the higher expenses. The CFO said there was \$8M higher in debt service. More people are being hired but in the works. GM said that GWA is close to its approved FTE cap. Comm. Bamba plugged Communication saying that GWA has branched out to many social media platforms and also built a new CCU website and asked for at least (1) FTE for Communications. The GM concurred and added that Customer Service also needs more staffing and Compliance&Safety as well. The Chairman said with the realignment the GM will be moving slots around and hiring at the same time.

There was lengthy discussion on the water purchases from Navy. Comm. Guerrero asked about the increase in Navy water purchases – about 17% higher than last year. The Commission asked what this factor is in dollars and it was noted about \$158k or 30% more than last year. Comm. Guerrero said there are 12million gallons in GWA storage tanks and recommends management move it down to Sta Rita /Agat, establish thresholds, make the required adjustments and management will see savings. He added that the engineering thresholds are really high and recommends this be adjusted. Comm. Bamba agreed that we were in a downward trend in Navy purchases so why are we purchasing more now.

GM Bordallo said he does not want to give the Commissioners a false sense that GWA is going to be able to sustain lower Navy purchases forever because it can't. He said GWA is purchasing more because in his opinion, GWA needs to maintain a certain levels of service and a 3-4ft level in a reservoir does not provide appropriate level of service based on all the factors. Cost is not the only consideration when establishing these levels / ranges so he has directed to SCC to establish the required minimum levels of service notwithstanding the costs but to make sure that we are always wary of purchases and to make adjustments when we can – that said GWA has maintained higher levels within the reservoirs causing the increased purchases. He also mentioned that the Sta. Rita Springs is going to dry up and we have to buy some water. He added that he is totally in agreement to moving water, and is working to identify what the constraints area for the short and long term and trying to work that in to the ongoing projects to provide a permanent solution to allow us to have a capability to move our own water thus reducing water purchases from the Navy. He said cost on its own cannot be the only single consideration on which the system is operated.

Comm. Sanchez said he has seen water purchases move from 1.4 million gallons to about 300,000 gallons today. Both Comm. Guerrero and GM Bordallo want to service the ratepayer – one from a management / engineering call and the other from a policy call. He also appreciates that 30psi is the law and GWA has to follow the law and maintain pressure throughout the system. He said the CCU needs to allow the GM to sort this out and find a fine balance.

Comm. Duenas said cost has to be part of the issue but there are also operational concerns that must be addressed. He said let's continue to look at where there are constraints and continue to work at finding a plan that works. Although GWA is buying more now, it is his hope that management will find a solution that will save us money in the long run.

Comm. Santos said if there is no policy issue to be made regarding this issue that the discussions should move on.

Comm. Sanchez asked the CFO to modify the report on the Navy slides to present it years rather than trend lines and looks forward to GM Miguel's report for maintaining service levels

6.2.2 Resolution 28-FY2016 Approval of the Creation of Water & Wastewater Systems Control Dispatcher II Position

The Guam Waterworks Authority has determined a need to create the Water & Wastewater Systems Control Dispatcher II position to optimize the operations and maintenance of the water and wastewater systems. This creation is critical to the operations of the Authority to improve the safety, efficiency and reliability of the system and will result in improved services and reduce cost to our ratepayers.

Under the eventual direct supervision of the Chief Water/Wastewater System Dispatcher, the purpose of the created position is to monitor the Supervisory Control and Data Acquisition (SCADA) computerized system of the authority to prevent or minimize emergency outages and ensure the facilities function properly and efficiently. The position requires analyzing data to dispatch and accurately communicate to field crews the remote monitoring alarms received from field instrumentation and transmitting systems.

The Systems Control Center will be organizationally located within the Operations Division, under the direct supervision and management of the Chief Water/Wastewater System Dispatcher. Supervision and management of the Chief Water/Wastewater System Dispatcher will include the Trouble Dispatch Section also within the Operations Division of the Authority. The salary range for the position is \$44,000 - \$49,000

The Chairman said this matter was explained in detail at the GWA Work Session and asked for a motion.

Comm. Bamba motioned to approve Resolution 28-FY2016; Comm. Guerrero seconded. ON the motion there was no further discussion or objection and the motion passed.

6.2.3 Resolution 29-FY2016 Approval of Proposed Legislation for Acquisition of CLTC Properties

Guam Waterworks Authority has identified property, owned by the Chamorro Land Trust Commission (CLTC), for the purpose of rebuilding the existing water reservoir, constructing a storm water detention basin to address United States Environmental Protection Agency (USEPA) Clean Water Act (CWA) requirements and to construct future additional reservoirs which will assist in meeting current and future growth demands for drinking water. The proposed lots are 1) Lot 5075-REM-A NEW-1, Municipality of Tamuning, 5,686± sm, 2) Portion of Lot 470-R3, Municipality of Santa Rita, 2, 855± sm. and 3) Portion of Lot 10164-1, Municipality of Dededo, 1,852± sm. The expected date of submission to the Guam Legislature is May 2016

GWA and CLTC have developed draft legislation to acquire the properties to meet the needs of GWA. Upon passage of the law, GWA and CLTA will develop a reasonable compensation package for the acquired properties. The related cost will include 2 appraisals per property, the cost of the final survey of the property and the compensation package will be negotiated and will come from bond funds. Due to the time constraints imposed by the Court Order to complete the project, GWA and CLTC have agreed on the basic terms of the transfer to meet the needs and mandates of both parties, and have committed to finalize the terms of compensation to the Chamorro Land Trust within one hundred eighty (180) days of the enactment of the proposed legislation.

Comm. Sanchez motioned to approve Resolution 29-FY2016; Comm. Bamba seconded. On the motion there was no further discussion or objection and the motion passed.

6.2.4 Resolution 30-FY2016 Approval of Tumon Hot Spots Sewer Line Design Project

The objective of the project is to understand better the wastewater collection system condition on Route 14 in Tumon to the east and west of the Fujita Pump Station and to develop engineering reports, design and specification documents to repair/rehabilitate or replace deteriorated, damaged gravity sewer lines identified. This project is urgent as this area is a wastewater collection "hot spot" and requires frequent jetting and cleaning to maintain flow in the system. The annual maintenance for this hot spot is costly and has a high probability of causing Sanitary Sewer Overflows (SSO) if maintenance is not maintained.

The design services are expected to run from May 2016 to March 2017. The design services include but are not limited to general civil engineering, geotechnical engineering, and archeological investigation for approximately 2,125 linear feet of wastewater collection system. The outcome of the design services will produce an evaluation/analysis report as well as design drawings and specifications to be used for bidding the construction activities..

The engineering design services contract was negotiated to be Two Hundred Thirty Eight Thousand One Hundred Seventy Four Dollars (\$238,174.00) with options related to Cleaning, Bypass pumping, CCTV, Geotechnical and Archaeological Services for Two Hundred Sixty Seven Thousand Five Hundred Sixty Dollars (\$267,560.00) and Construction Procurement and Engineering Services during construction for Sixty Six Thousand Three Hundred Fifty Five Dollars (\$66,355.00). GWA management is also seeking a 10% contingency of Fifty Seven Thousand Two Hundred Eight Dollars and Ninety Cents (\$57,208.90) which would then bring the total authorized funding amount to a maximum of Six Hundred Twenty Nine Thousand Two Hundred Ninety Seven Dollars and Ninety Cents (\$629,297.90). The funding for this project will be from USEPA Grant Funds, and if necessary, GWA 2013 and/or 2015 Bond Funds.

The engineering design service is anticipated to be fully completed by <u>March 31, 2017</u>. The options, if authorized by GWA, are anticipated to occur concurrently with the bidding and construction period.

In discussion, GM Bordallo said that Resolution 30-FY2016 is relative to an engineering design service which includes basic design service and various other related for areas leading into the Fujita Pump Station. This is to correct / address structural design flaws and deficiencies.

Comm. Guerrero noted that GWA's PMC, Brown & Caldwell was listed and voted on the evaluation committee for this procurement and questioned its legality. Legal Counsel Botha responded that normally consultants are none voting members of the evaluation committee, they are technical advisors. In discussion it was confirmed that GPA and GWA procurement is different. Brown & Caldwell have been on GWA's evaluation committee many times in the past. Comm. Santos asked legal counsel to review procurement rules and regulations relative to evaluation committee's and to provide a written opinion relative to this concern.

Comm. Guerrero also noted that the procurement office is not a member of the evaluation committee. Comm. Duenas asked GM Benavente if GPA's evaluation committee includes a member of procurement and GM Benavente said no. The response was that the procurement officer handles the administration of the procurement but does not get involved with the selection. Comm. Guerrero asked Legal Counsel to opine about this matter in written form by the next meeting stating he thought it seemed fishy.

Comm. Bamba motioned to approve Resolution 30-FY2016; Comm. Sanchez seconded. On the motion there were (4) yes and (1) no. The motion passed.

6.2.5 Resolution 31-FY2016Approval of Exhibit to 2010 MOU and Tumon Maui Well License Agreement

If approved, Resolution 31-FY2016 will authorize GWA to operate Department of the Navy (DON)'s Tumon Maui Well (TMW) facility located on Route 1, Marine Corps Drive. The Agreement between DON and GWA approves the extraction of water limited to 800 gallons per minute (gpm). The interconnection is between GWA systems and DON at Route 3 and Potts Junction. GWA will commit to providing 210 gpm to the DON.

The CCU approved Resolution No. 21-FY2016 of the License Agreement at the February 23, 2016 meeting, however, DOD updated the License Agreement to include required information that clarifies sections related to term, improvement and restoration and storage of toxic or hazardous chemicals. The updated license also includes the Hazardous Materials List and the Environmental Condition of the Property (ECP) Checklist. Approval is being requested of the updated license agreement and Memorandum of Understanding (MOU).

This project is necessary and urgent as the expected date of operation for the TMW is May 2016 and will cost \$4,800 for the license fee and GWA's operational costs for the TMW, which are estimated to be relatively equivalent to GWA's existing cost of water production. The Interconnection at Route 2 and Potts Junction will be completed within the first year of the license period and the funding source is the existing GWA Water Operations Budget

<u>Comm.</u> Sanchez motioned to approve Resolution 31-FY2016 for discussion; Comm. Bamba seconded. On the motion there was no further discussion or objection and the motion passed.

6.2.6 Resolution 32-FY2016 Approval of Purchase of Membrane Filters for the Ugum Treatment Plant

The project is to provide membrane modules (filters) to the Ugum Treatment Plant and to ensure adequate stock is available at all times. Failure to have replacement modules may lead to conditions which would subject GWA to monetary fines. GM Bordallo said he would like to initially order up to 400 units on an as needed basis during the initial contract term if 3 years. The indefinite quantity contract will be in place for an initial term of 3 years and purchases will be ongoing on an as-needed basis over the life of the contract term. The cost is \$568,000.00 for the purchase of up to 400 membrane modules and the funding source is O&M Budget.

There was long discussion on the procurement of membranes. Both Comm. Bamba and Santos said they remember this matter being brought before the Commission and management said it was an urgent matter then. It was mentioned that the bid was released in January and the procurement was happening now – 4 months later.

Comm. Sanchez motioned to approve Resolution 32-FY2016; Comm. Santos seconded. There was no further discussion or objection and the motion passed.

6.2.7 Resolution 33-FY2016 Approval of Purchase of a Combination Vacuum Truck with Jetter

The equipment is to provide daily operational field requirements. The objective is to have the equipment readily available should the need arise at any given time, and to augment our existing equipment capabilities to enable performance of court-ordered tasks. The cost of the equipment is \$374,910.00 and will come from the O&M Budget. Expected delivery is 120-180 days.

Comm. Guerrero motioned to approve the resolution and was seconded by Comm. Sanchez. There was no further discussion or objection and the motion passed.

7. OLD BUSINESS

7.1 PGR Renewable Contract

This matter was not discussed.

8. ANNOUNCEMENTS

8.1 Next CCU Meetings

The Chairman announced that the next work session would be for GWA on May 18 and GPA on May 19. The May CCU meeting is on May 26.

The Chairman said that Legal Counsel recommended Executive Session discussion on (2) matters and provided the corresponding affidavit to the Recording Secretary. The meeting was moved to Executive Session after a 10 minute break. It was approximately 7:28 p.m.

9. EXECUTIVE SESSION

9.1 Personnel Matters

This matter was discussed.

9.2 Litigation Matter

This matter was discussed.

At approximately 8:40 p.m., Chairman Duenas announced that the meeting has now back in Regular Session from Executive Session. He said all (5) Commissioners were still present and said the Chairman will entertain a motion to approve what was adopted in Executive Session.

Comm. Sanchez motioned to approve a claim for \$29,328.00 to be paid to Mr. & Mrs. Antonio S. and Josephine R. Toves as summarized in this release and settlement agreement provided by counsel to us during executive session; Comm. Bamba seconded. There was no further discussion or objection and the motion passed unanimously.

Comm. Sanchez motioned to agree to pay a bonus to Mr. John Kim, our CFO, contingent on three (3) projects being completed for which he will be paid \$5,000 for each of these projects if he is successful in completing them. Project 1) to complete the transfer from our previous merchant card vendor to a new merchant card vendor to establish a brand new merchant banking relationship with GPA and to seek a reduction in the debit and credit card fees that we currently pay from a new vendor. It is my understanding that he has secured the reduction in the debit/credit card fee we are still in the process of implementing the entire agreement but the motion is upon successful completion of the transition to a new merchant agreement with the lower debit/credit card fees that he be paid \$5,000 if this occurs within 6 months of his original effort. Comm. Santos seconded. There was no further discussion or objection and the motion passed unanimously. It was noted that this is Project 1 of 3 projects pending bonus agreements with Mr. Kim.

Comm. Sanchez moved that we adjust the salary for Ms. Melinda Camacho as recommended by management to the amount of \$138,870.78 per year effective May 1, 2016; Comm. Bamba seconded. There was no further discussion or objection and the motion passed unanimously.

Comm. Sanchez moved that we adjust Mr. Graham Botha's salary for his successful and good work that he has done for the Commission to \$135,000 per year effective May 1, 2016; Comm. Guerrero seconded. There was no further discussion or objection and the motion passed unanimously.

Comm. Sanchez move that we end the paid services for Mr. Sam Taylor, GWA Legal Counsel on April 30 with the completion of this payroll period and that we offer him an additional \$10,000 severance contingent on him giving GWA full release of all and any other obligations and future claims; Comm. Bamba seconded. The chairman is authorized to complete the transaction. There was no further discussion or objection and the motion passed unanimously.

10.

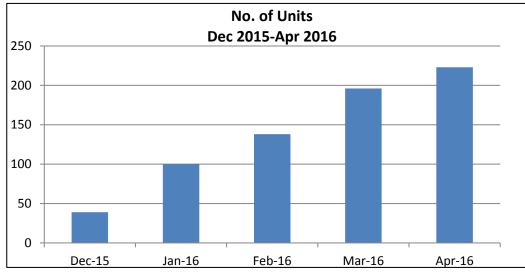
There was no further business to bring before the Commission	on.
Comm. Santos moved to adjourn; Comm. Bamba seconded. approximately 8:51 p.m.	There was no objection and the meeting adjourned at
//s/l bls	
Attested:	
JOSEPH T. DUENAS, Chairman	J. GEORGE BAMBA, Secretary

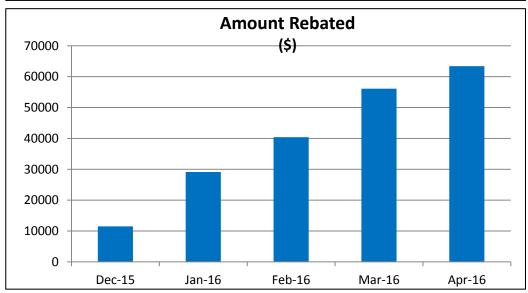


GM REPORTMay 19, 2016

1. Demand Side Management Program Progress: The following summarizes rebates for the period December 1, 2015 thru April 30, 2016.

	Ductless Split A/C	Central A/C	Washer	Dryer	Total
No. of Applicants	170	0	14	3	187
No. of units	204	0	16	3	223
Amount	\$ 61,500	\$0	\$1,600	\$ 300	\$ 63,400



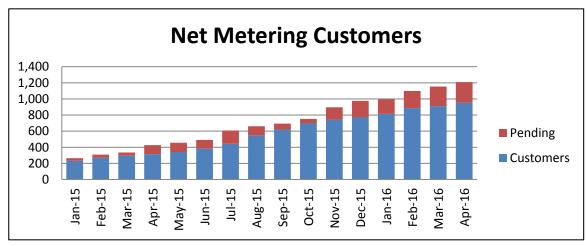


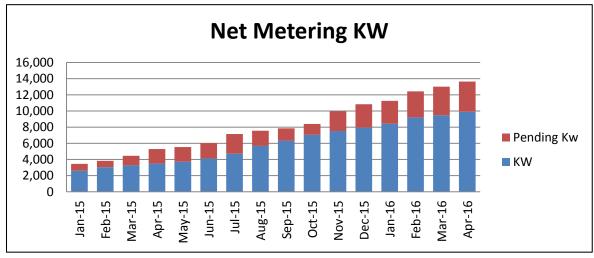
2. Net Metering:

Net Metering Summary Ending May 2, 2016

Description:	Count	Kw
Active	952	9,908
Pending	257	3,732
Totals:	1,209	13,640

Estimated Annual Non-Fuel Revenue Impact: \$1,872,875



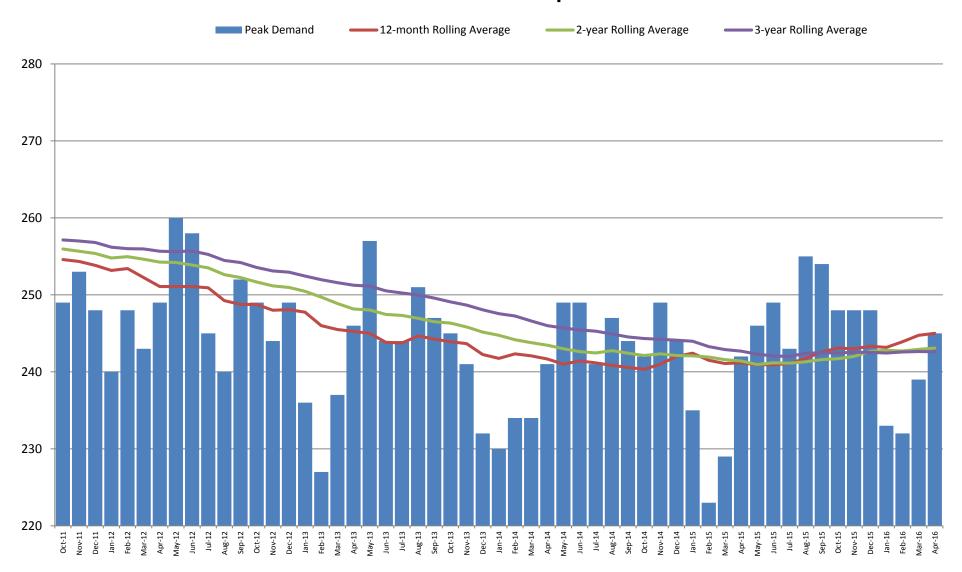


- **3. Integrated Resource Plan:** The Integrated Resource Plan would be placed in next week's agenda for approval. Once approved, we plan to submit the petition to the PUC for their approval.
- **4. Phase II Renewables:** The Phase II bid which includes renewable integration battery was issued on May 12th. The bid is for 60MW of renewables and the bid is open to all types of renewable energy.
- **5. Phase III Renewables:** Our petition for approval of the lease of Navy land for the installation of PV systems is in the PUC agenda for next week. Once approved, GPA could proceed with bids for approximately 30MW of PV renewables.
- **6. System Capacity Recovery Plan Update:** The following provides an updated system capacity recovery plan:

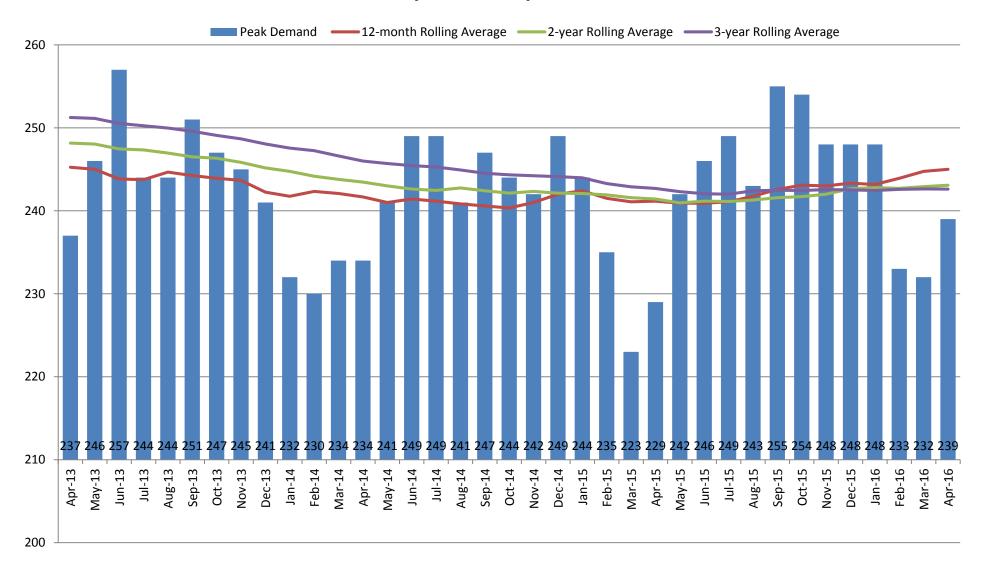
Capacity R	ecovery Plan:				
19-May-16	_				
Date	Description	MW Added	System MW	Peak MW	Reserve MW
19-May-16	Current		286	250	36
31-May-16	Orote Plant Commissioned	18	304	255	49
7-Jun-16	Yigo CT Turbine Changeout	20	324	255	69
1-Jul-16	TEMES 7 Overhaul Completed	40	364	255	109
8-Jul-16	Macheche CT Repaired	6	328	255	73
22-Jul-16	Cabras 1 Transformer Changeout	24	394	255	139
31-Oct-16	Dededo CT 2 Commissioned	20	414	265	149
31-Dec-16	Dededo CT 1 Commissioned	20	434	255	179

7. **Key Performance Indicators:** The following are graphs thru April 2016.

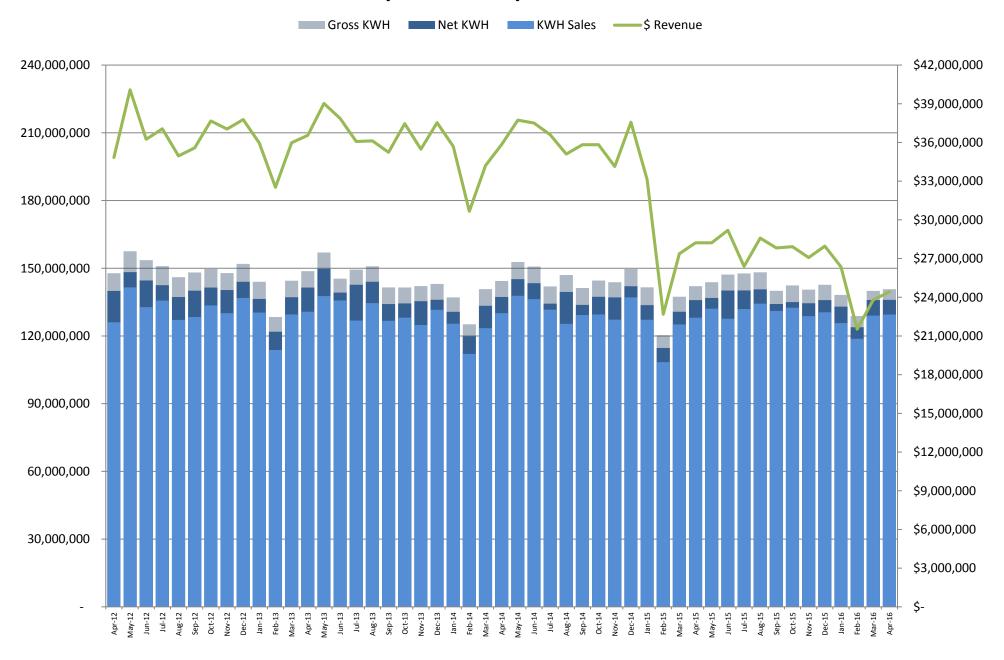
Historical Monthly Peak Demand Oct 2011 - Apr 2016



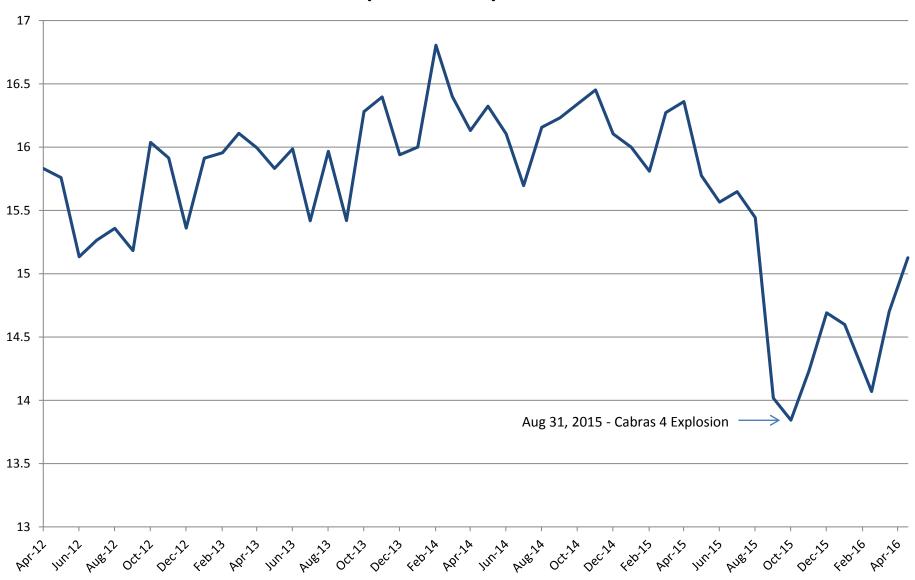
Monthly Peak Demand Apr 2013 - Apr 2016



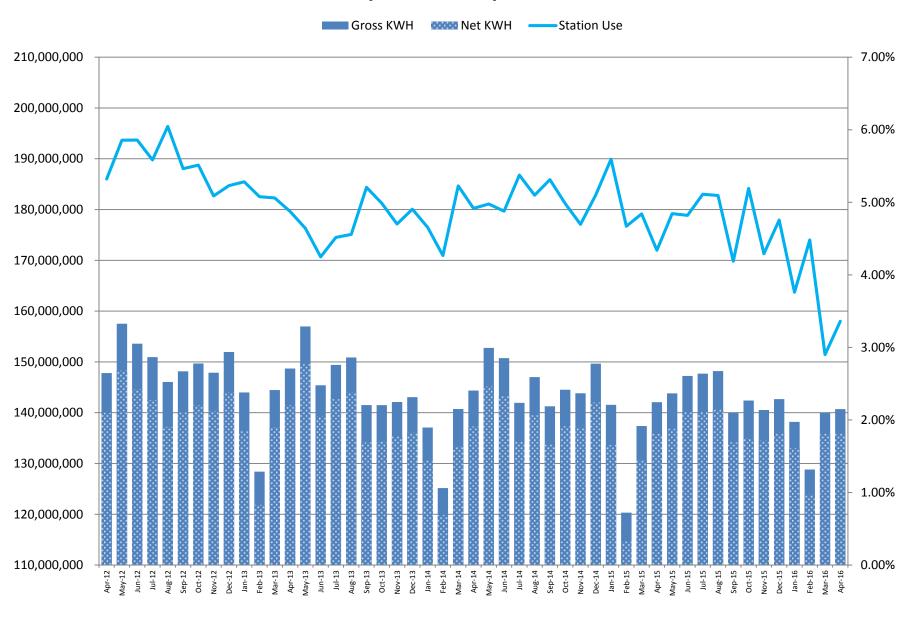
KWH Sales and \$ Revenue April 2012 - April 2016



SYSTEM GROSS HEAT RATE (KWH/Gal) April 2012 - April 2016



Gross and Net Generation (KWH) April 2012 - April 2016

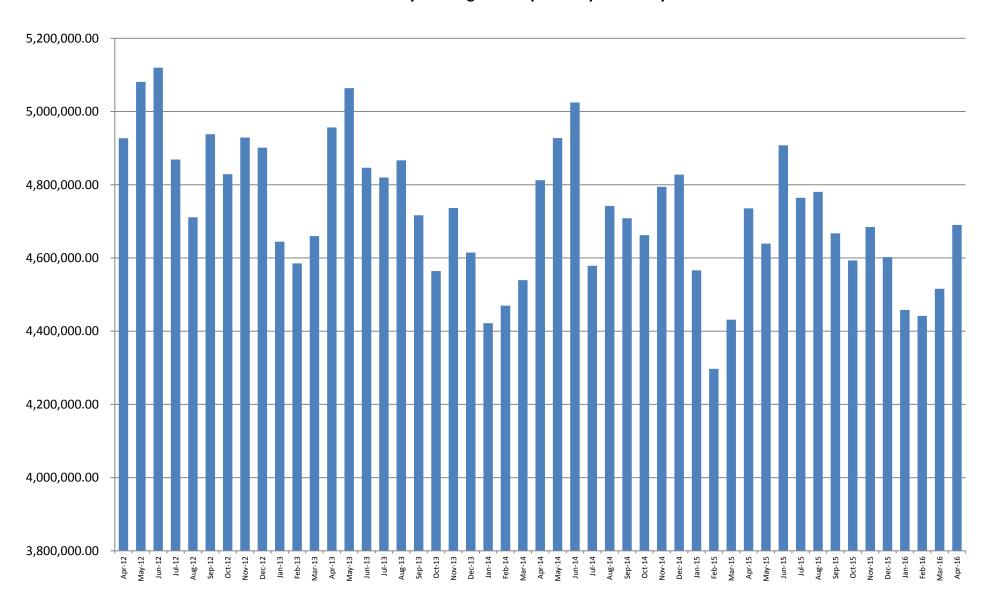


Fuel Cargo and Fuel Consumption Costs (\$/bbl) April 2012 - April 2016



Average Daily Gross Generation (KWH) April 2012 - April 2016

*calculated by dividing Monthly KWH by no. of days





ISSUES FOR DISCUSSION

NEW GPA CUSTOMER BILL

SAMPLE - NEW GPA CUSTOMER BILL



Account No: Statement Date: Due Date:

00000000 05/01/2016 05/25/16 CUSTOMER NAME 1234 Borja Dr Extra Address Line Any Village, GU 96923

ANNOUNCEMENTS & REMINDERS

Lorem ipsum dolor sit amet, consectetur adipiscing eilit, sed do eiusmod tempor incididunt ut labore et dolore magna alliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamoco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate veilt esse cilium dolore eu fugiat nulla pariatur. Excepteur sint occaecat oupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum.

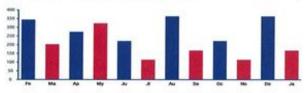
For the latest news and update, please contact our Customer Service Call Center (071) 647-5787/8/9 or visit our website at www.guampowerauthority.com





SERVICE INFORMATION	
Account Number	0000000000
Primary Name	CUSTOMER NAME
Secondary Name	
Service Location	1234 BORJA DR., ANY VILLAGE

Bill Date	01 May 2016
Meter Reading Date	00 Month 2016
Meter Number	02008757
Current Reading	13564.71
Previous Reading	10,876.71
Multiplier	1
Consumption	2688
Days	28
Average Daily	96
Bill Period	01 May 2016 to 25 May 2016
Due Date	25 May 2016
Total KWH	000 KWH
Total Current Amount	\$478.87
Next Meter Reading	00 Month 2016



ELECTRIC MONTHLY ENERGY HISTORY

Amount Due	\$478.87
Due Date	25 May 2016
Total Amount Due	\$478.87

Statement Period Electric Residential 05/01/2016-05/25/2016

Statement Item Electric Residential Rate - Schedule R Monthly Customer Charge Energy Charge (First 500kWh) Qty x Rate (500.00x.069550) \$34.77 Energy Charge (Over 500kWh) Oty x Rate (2188.00x,086870) \$190.07 **Fuel Recovery Charge** Qty x Rate (2688.00x,086613) \$232.23 **Emergency Water-Well Wastewater** Charge (Over 500kWh) Qty x Rate (2188.00x.002790) \$6.10 Insurance Charge Qty x Rate (2688.00x.00) \$.00

Register your residential account at mypower.gpagwa.com to view your energy usage.

\$478.87

Return this portion with payment. Keep above portion for your records. Important information on reverse side.



at Number

96915\$2022 C008

(Bar Code)

Account Number: 00000000000 Due Date: 05/25/2016 Total Amount Due: \$478.87

Amount Enclosed:

Current Period

RESIDENTIAL CUSTOMER NAME 1234 Borja Dr Extra Address Line Any Village, GU 96923 Guam Power Authority Aturidåt llektresedåt Guahan P.O. Box 21868 Barrigada, Guam 96921-1868



Account No: Statement Date: Due Date:

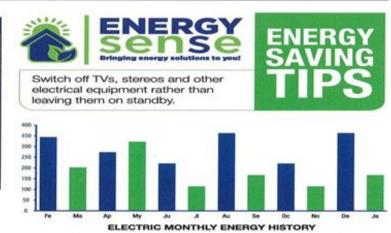
00000000 05/01/2016 05/25/16 CUSTOMER NAME 1234 Borja Dr Extra Address Line Any Village, GU 96923

-	BALANCE FROM PREVIOUS BILLING		CURRENT CHARGES		
BALANCE FROM			AMOUNT DUE	DUE DATE	
\$0.00	Thank you	\$478.87	25 May 2016	\$478.87	

Payments made after 25 May 2016 will be reflected on your next billing statement.

Account Number	0000000000
Primary Name	CUSTOMER NAME
Secondary Name	
Service Location	1234 BORJA DR., ANY VILLAGE
BILLING INFORMA	TION
Bill Date	01 May 2016
Meter Reading Date	00 Month 2016
Bill Period	01 May 2016 to 25 May 2016
Due Date	25 May 2016
Total KWH	000 KWH
Total Current Amount	\$478.87
Next Meter Reading	00 Month 2016

Register your residential account at mypower.gpagwa.com to view your energy usage.



Read Date	Meter Nbr	Current Rdg	Previous Rdg	Multiplier	Consumption	Unit	Days	AveDly	
05/01/2016	02008757	13564.71	10,876.71	1	2688	KWH	28	96	
Statement Period		Statement Iten	n		Quantity x Rate			Amount	
Electric Resident 05/01/2016 - 05/2		Monthly Custom Energy Charge (F Energy Charge (O Fuel Recovery Ch Emergency Wate Insurance Charge	irst 500kWh) ver 500kWh) arge r-Well Wastewater Charg		218 268 218	.00 x .069550 8.00 x .086870 8.00 x .086613 8.00 x .002790 8.00 x .00		\$ 15.00 \$ 34.77 \$ 190.07 \$ 232.23 \$ 6.10 \$.00 \$ 478.87	

Return this portion with payment. Keep above portion for your records. Important information on reverse side.

GPA

96915\$2022

C008

(Bar Code)

Account Number: Due I

Due Date:

Total Amount Due:

0000000000

05/25/2016

\$478.87

Amount Enclosed:

\$

RESIDENTIAL CUSTOMER NAME 1234 Borja Dr Extra Address Line Any Village, GU 96923 Guam Power Authority Aturidåt llektresedåt Guahan P.O. Box 21868 Barrigada, Guam 96921-1868



Account No: Statement Date: 00000000000 05/01/2016

Due Date:

05/25/2016

IMPORTANT CUSTOMER INFORMATION

Visit our Website at www.guampowerauthority.com **GPWA Customer Service Location and Business Hours**

Offices are open Monday thru Friday, closed on weekends and Holidays. Business hours subject to change without notice. Payments can be made at various financial institutions, Guam Waterworks Authority and the Treasurer of Guam.

Gloria B. Nelson Public Service Bldg. 688 Route 15, Fadian Mangilao 7:00 am - 5:00 pm

Hagatña Satellite Office 103 Julale Shopping Center 8:00 am - 5:00 pm

GPWA Upper Tumon Office 578 N. Marine Corps Dr., Tamuning 7:30 am - 6:00 pm

GPA EZ-Pay by Phone available to Residential Customers only, contact (671) 647-5787/8/9 (Master Card & Visa Credit Card accepted). Contact us for all inquiries, Customer Service Call Center (671) 647-5787/8/9 or email us at customersfirst@ guampowerauthority.com

EMERGENCY 24-HOUR SERVICE Dispatcher: (671) 475-1472/3/4

- Non-receipt of billing statement does not prevent your account from becoming due or payable.
- · All bills are past due if unpaid 15 days after the "Statement Date"
- Past due balance must be paid at a GPA Customer Service Office to ensure timely receipt of your payment and to avoid service interruptions. Restoration of service may take up to 48 hours once full payment has been made.
- · Your service may be disconnected if payment is received after the stated due date. If your service is disconnected, you may be required to pay your bill in full plus a reconnection fee, a service establishment charge and a cash deposit before your service is restored.
- · Late Payment. Whenever a payment of a regular bill for electric service is received after 5:00 pm of the date specified in the original bill as the date such payment is due, an additional charge of .75% of the amount of said bill shall be assessed
- · When usage on your statement is Estimated. We try to read your meter each month, but if for some reason we cannot, your bill will be based on an estimate of recent average use. You are responsible for ensuring that your meter is unobstructed and accessible.
- · Moving or Starting New Service. Please visit our office at least two business days before moving or starting new service.
- · Life Support or Emergency Equipment, Please contact Customer Service if anyone living in your home is dependent on life support or emergency equipment. However, because unplanned outages can and do occur, it is important for customers on life support to make alternative plans should the power go out at their homes.
- · For other information regarding your service, account charges and rate schedules, please visit our website at www. guampowerauthority.com or call Customer Service.

Upd	ate	My	Info	rma	tion
-----	-----	----	------	-----	------

Please allow 1-2 energy statement cycles for changes to take effect. Your Account Number: -Change my mailing address to: ____ Street address: _ State/Territory: __ Primary Phone No.: ____ Primary Email: _



ISSUES FOR DECISION

RESOLUTIONS

Resolution No. 2016-29

Relative to EMCE Consulting Engineers Contract for GIAA Third Party M&V Services

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

The project's objective is to evaluate GIAA's operation and maintenance and recommend energy conservation measures (ECMs) that will help GIAA save more energy. Also, review JCI's annual measurement and verification report for the ECMs that JCI did for GIAA.

Note: Contract is for a base contract period of one (1) year with the option to extend additional period of time but no more than 5 years.

Where is the location?

GIAA Main Terminal

How much will it cost?

It will cost \$150,365.00 for the upcoming contract year -3rd year.

When will it be completed?

The 3rd year will be completed at the end of 2016. Base contract year and second year were completed already.

What is its funding source?

It is (100%) completely funded by GIAA.

The RFP/BID responses:

The Third Party M&V contract with EMCe was made through GPA-RFP-13-005 in 2013. Six (6) offerors submitted proposals for the RFP. EMCe and MBP were the selected to be the most qualified offerors.

Resolution No. 2016-30 Requests for Property Insurance Procurement

Project Name: Property Insurance

Project Description:

- Policy Coverage: \$300,000,000 to \$400,000,000/Occurrence Blanket Limit, subject to limits and deductible.
- Time Frame: November 1, 2016 to November 1, 2019, renewed annually or fixed for three years with two options to renew for an additional one-year period.
- Cost-Benefit Analysis: Exact cost-benefit analysis is difficult within this type of cost. However, the potential for loss to GPA, such as the property loss incident at the Cabras 3&4 power plant, for example, could be in the hundreds of millions of dollars. Purchasing insurance with a limit of \$300,000,000 to \$400,000,000 seems reasonable for GPA's purposes.
- Review of Alternates: The only viable alternate to shifting this risk to an insurance company is to bear this risk at the utility.
- General Manager Prioritization: The GPA General Manager has determined that this procurement maintains a sufficient prioritization among other utility priorities so as to warrant funding of this procurement.

Project Cost:

• Not Yet Available. Over the last five (5) policy years, the premium averaged approximately \$5.4 million. After the August 31, 2015 property loss incident at the Cabras 3&4 power plant, the premium increased to \$6,662,309.

Resolution No. 2016-31 Relative to GPA's Streetlight LED Conversion Project

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

The Conversion of High Pressure Sodium (HPS) Streetlights to Light Emitting Diode (LED) Streetlights will convert remaining 10,133 HPS streetlights island wide from HPS to LED. The installation work will be performed in-house by T&D personnel. The implementation of an LED Streetlight Replacement program will save on fuel expenses by nearly \$1 million annually and reduce annual maintenance costs by approximately \$400,000.

How much will it Cost?

The total estimated project cost is \$2.79 million. To date, GPA has completed conversion of 4,886 streetlights from HPS to LED streetlights (1,026 ARRA and 3,860 T&D). The cost to convert the remaining streetlights is:

Т	REMAINING CONVERSION Total Streetlight Count Less ARRA Installations and T&D Installations											
	GPA In-House											
Item	Descriptio n	Qty	Materia 1 Unit	Material Cost	Installatio n Unit	Installation Cost	Cost					
1	150HPS Equivalent	9,121	\$220.0 0	\$2,006,620.00	\$53.54	\$488,353.54	\$2,494,973.54					
2	250HPS Equivalent	1,012	\$240.0 0	\$242,880.00	\$53.54	\$54,184.17	\$297,064.17					
	Total:	10,133		\$2,249,500.00		\$542,537.71	\$2,792,037.71					
]		Contr	actor Cost (labor/	equipment)							
Item	Description	Qty	Materia 1 Unit	Material Cost	Installatio n Unit	Installation Cost	Cost					
1	150HPS Equivalent	9,12 1	\$220.0 0	\$2,006,620.00	\$200	\$1,824,200.00	\$3,830,820.00					
2	250HPS Equivalent	1,01	\$240.0 0	\$242,880.00	\$200	\$202,400.00	\$445,280.00					
	Total:	10,1 33		\$2,249,500.00		\$2,026,600.00	\$4,276,100.00					

LED Streetlight Replacement Program Benefit Cost Analysis Starting October 1, 2016

Assumptions

Average Run Time Per Day(Hours)	12
Interest Rate	7.00%
Cost Per kWh (Dollars) LEAC Rate as of 5/10/216	\$ 0.0866
Useful Life (years)	12
HPS Street light Failure Rate	27%
150W HPS kWh/Year (180W X 12hrs X 9827 X 365) / 1000	7,190,996
250W HPS kWh/Year (290W X 12hrs X 1153 X 365) / 1000	1,285,442
HPS kWh usage per Year	8,476,439

LED Total Cost and kW Load

Description	# of Units	Wattage	Inst	allation Cost	Unit Cost		Total Cost	Total kW
150W HPS Replacement LED	9121	80	\$	53.54	\$ 220.00	\$	2,494,973.54	729.68
250W HPS Replacement LED	1012	119	S	53.54	\$ 240.00	\$	297,064.17	120.43
	10133	V			TOTAL Project cost	\$	2,792,037.71	850.11
					LED kWH Usage per Year kWH Savings Per Year			3,723,473
								4,752,966

YEAR		ENERGY SAVINGS MAINTENANCE (@ \$0.0866/kWh) SAVINGS		Total annual benefits	Annual Benefit Flow	Cumulative Benefit Flow	Payback in Years
.0					\$ (2,792,037.71)	\$ (2,792,037.71)	-
1	\$ 411,668.6	2 \$ 274,572.69	\$	686,241.31	686,241.31	(2,105,796.39)	5.07
2	\$ 411,668.6	2 \$ 274,572.69	\$	686,241.31	686,241.31	(1,419,555.08)	5.07
3	\$ 411,668.6	2 \$ 274,572.69	\$	686,241.31	686,241.31	(733,313.77)	5.07
4	\$ 411,668.6	2 \$ 274,572.69	\$	686,241.31	686,241.31	(47,072.45)	5.07
5	S 411,668.6	2 \$ 274,572.69	\$	686,241.31	686,241.31	639,168.86	5.07
6	\$ 411,668.6	2 \$ 274,572.69	s	686,241.31	686,241.31	1,325,410.17	5.07
7	\$ 411,668.6	2 \$ 274,572.69	\$	686,241.31	686,241.31	2,011,651.49	5.07
8	\$ 411,668.6	2 \$ 274,572.69	\$	686,241.31	686,241.31	2,697,892.80	5.07
9	\$ 411,668.6	2 \$ 274,572.69	\$	686,241.31	686,241.31	3,384,134.11	5.07
10	\$ 411,668.6	2 \$ 274,572.69	\$	686,241.31	686,241.31	4,070,375.43	5.07
11	\$ 411,668.6	2 \$ 274,572.69	\$	686,241.31	686,241.31	4,756,616.74	5.07
12	\$ 411,668.6	2 \$ 274,572.69	\$	686,241.31	686,241.31	5,442,858.05	5.07

Benefit Cost Ratio (Net Present Value of 1.95 Cumulative Annual Benefits / Initial Cost)

Resolution No. 2016-32 Dededo CT Reallocation of Bond Funds

Relative to Authorizing Reallocation of Bond Funds for Dededo CT Return to Service Project As Approved by the PUC

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

The PUC has approved the reallocation of 1999 and 2010 bond funds in the amount of \$6.36M subject to the CCU ratifying this amount. GPA inadvertently stated conflicting amounts in its previous filing.

Where is it at?

Dededo CT Plant.

How much will it cost?

\$6.36M is needed to be reallocated from 1999 and 2010 bond funds instead of the \$6.032M stipulated in GPA's previous filing. PUC approved \$6.36M subject to CCU's approval.

When will it be completed?

TEMES is currently fine tuning the project schedule; however, initial schedules project a completion date by December 2016.

What is its funding source?

1999, 2010, 2014 revenue bond funds.

EXHIBIT A BOND FUND REALLOCATION FOR DEDEDO CT RETURN TO SERVICE

			Francisco e	Available Funds/	-	-1-15-1				
1			Funding	Approved	6	.atest Eng'g	Ų	commitment		Transfer to
	Project Name	Status	Source	Budget		Estimate		to Date	[Dededo CT
1	1999 Construction Bond Fund	Excess	1999	\$ 1,200,000					\$	1,200,000
	Underground Fuel Pipeline Conversion	On-Hold	2010	\$ 2,150,000	\$	2,150,000	\$	156,000	\$	1,994,000
	P003 Underground Extension to Port Authority	Completed	2010	\$ 4,775,650	\$	4,775,650	\$	2,613,297	\$	691,000
	Cabras 1&2 CIPs	Construction	2010	\$ 8,094,000	\$	8,041,000	\$	6,614,000	\$	1,427,000
5	Cabras 3&4 CIPs	Completed	2010	\$ 8,690,000	\$	8,503,000	\$	7,455,000	\$	1,048,000

Total Transfer Available for Dededo CT Return to Service \$ 6,360,000

Resolution No. 2016-33 Acquisition of Property for Energy Storage Facility

Relative to Authorizing the GPA to Acquire Chamorro Land Trust Commission Property for Energy Storage Facility

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

GPA has entered a 25 year contract with NRG for solar production at Dandan, Talofofo. The energy produced by the solar farm has been intermittent due to cloud cover dependent on the weather. This has caused power frequency and demand issues, which online generators have to compensate. The installation of an energy storage facility is required to ease the burden on existing generators/power plants. The ideal location for the energy storage is near the vicinity of the solar farm. In this case, the Talofofo Substation is a prime location. The CLTC owns property adjacent to the Talofofo Substation.

GPA will soon be advertising the bid for the Energy Storage System, which requires GPA to identify the location of the energy storage system related strictly for renewable integration mitigation.

Where is at?

Property adjacent to the Talofofo Substation.

How much will it Cost?

GPA anticipates negotiating for the fair market value of the property, which is approximately 0.52 acres.

What is its funding Source?

General Plant CIP Budget

When will it be completed?

Acquisition of property via legislation should be completed within the next 3 to 4 months.

Resolution No. 2016-34 **LEAC**

Relative to Authorizing Management to Petition the Guam Public Utilities Commission for No Change in the LEAC

What is the project's objective and is it necessary and urgent? GPA is allowed to recover its fuel costs and fuel related costs under a factor which is reset and trued up every six (6) months through the LEAC. The worldwide cost of fuel had been declining over the last year, nearly a 53% decline in the avg monthly settlement prices during FY'2015 and additional 21% declining thus far in FY'2016. The market price of fuel in the initial filing for the current period was projected to be \$46.19/bbl for the (6) six-month period ending July 31, 2016, the current projection for the same period is \$37.82/bbl and the projected price of fuel for the period ending January 31, 2017 is \$42.30/bbl. Although GPA will file the required LEAC schedules, it has determined that it will not petition for a change in the LEAC factor for secondary voltage service customers as well as alternative voltage customer for the period of August 1, 2016 to January 31, 2017.

How much will it Cost? The LEAC rate will remain at \$0.086613/kWh effective for the period from August 1, 2016 thru January 31, 2017.

When will it be completed? August 1, 2016 thru January 31, 2017

Resolution No. 2016-35 Unarmed Uniformed Security Guard Services

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

Award of the contract is necessary in order to provide GPA with unarmed, uniformed security guard services at various GPA locations for the protection of these assets and employees during and after duty hours

Where is it at?

- 1. Supply Warehouse and Storage Yard and T&D Service Center, and Dededo
- 2. GBN Public Service Facility, Mangilao, GU (Fadi'an)
- 3. Cabras Power Plant
- 4. Tanguisson Power Plant

How much will it cost?

Monthly Cost	
1. Supply Warehouse/T	1.490.20
2. GBN Facility	\$8,237.27
3. Cabras Power Plant	\$11,490.20
4. Tanguisson	\$11,490.20
TOTAL:	\$42,707.87

Annual Cost: \$512,494.44

2-Year Cost: \$ 1,024,988.88 (Base year and first option year)

When will it be completed?

1 year base contract term: 06/01/2016 - 09/30/2016

10/01/2016 - 05/31/2017

 1^{st} year option to renew term: 06/01/2017 - 09/30/2017

10/01/2017 - 05/31/2018

 2^{nd} year option to renew term: 06/01/2018 - 09/30/2018

10/01/2018 - 05/31/2019

What is its funding source?

O&M Funds

The RFP/BID responses:

GPA-036-16: PISA

Resolution No. 2016-36 Integrated Resource Plan

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

The CCU is the governing body for GPA an all modern utilities, including the GPA periodically update their Integrated Resource Plans (IRP). The PUC ordered GPA under Docket 15-05 to update the IRP in consideration of the Cabras 3&4 power plant explosion of August 31, 2015. The results of the latest updated IRP indicate that GPA should procure up to 180 MW of combined cycle units in order to meet PUC approved reliability. GPA should continue to pursue about 120 MW of renewable energy resources while installing new conventional generation which improves efficiency through modernized technology. New combined cycle units are more efficient than the existing Base Load units and would result in the consumption of less fuel which helps offset the higher cost of Ultra Low Sulfur Diesel (ULSD).

One of the key drivers of the updated IRP is the need for GPA base load generating units to comply with recently implemented environmental regulations promulgated by USEPA under the Clean Air Act. GPA plans to continue using a model in which the new generation facilities are operated and maintained by an independent power produce. In accordance with the recommendation of the updated IRP GPA continues to improve and increase renewable penetration by:

- Reissuing the Phase II Bid with an increase capacity award potential to 60 MW for all renewable energy technologies;
- Developing about 40 MW of Solar PV renewables on Navy Properties;
- Evaluating the grid capacity for increased intermittent renewable penetration;
- Revising the GPA Energy Storage System bid to address frequency regulation for NRG
 PV Plant and the Net Metering installed renewable capacity;
- Evaluating energy storage systems for load shifting/peak shaving functions;
- Partnering with Navy on development of an additional 120 MW of renewable projects.

GPA also continues to explore opportunities to utilize energy storage solutions for energy shifting in the grid; however, these systems are currently costly and just evolving indicating limited experience on a large scale in the electrical grid, but are expected to make a positive impact in systems at substantially lower cost in the near future. GPA will utilize the Independent Power Producer model with the option for GPA financing should GPA financing provide lower cost for ratepayers.

When will it be completed?

The General Manager will continue to execute the following:

- a. Contract for 120 MW of renewables over the next 5 years.
- b. Develop a compliance plan to be submitted to USEPA as indicated above and prepare to negotiate a consent decree with USEPA.
- c. Continue to evaluate a Time of Use (TOU) rate program and provide recommendations for CCU considerations within six months.
- d. Within one year, determine feasibility of and provide recommendations on:
 - i. Energy storage systems for shaving peak and load shifting..
 - ii. Role of distributed generations in parts on the island.
 - iii. Feasibility of Liquefied Natural Gas (LNG).
 - iv. Expansion of the DSM program and ways to accelerate lowering customer consumption.
 - v. Permanent implementation of demand response and interruptible rate programs
 - vi. Effective renewables programs such as feed in tariff, a sustainable net metering program, and customer distributed generation.

No.	Updated USEPA Compliance Schedule	Start	Procure / Design / Permit / Construct	Deactivate / Comply	Complete
1	GPA retires the Tanguisson 53MW Power Plant no later than April 2015. <i>This was completed in December 2014</i>	-			
2	GPA constructs up to 180MW of combined cycle units and commission on ULSD and/or LNG no later than December 31, 2020.	10/1/2016	51		12/31/2020
3	Retire Cabras 1&2 Steam Plant (132MW) six months after the commissioning of new combined cycle units, but no later than July 1, 2021.	12/31/2020		6	7/1/2021
4	GPA converts MEC 8&9 units (88MW) to ULSD and/or LNG within one year after the commissioning of the 180 MW of new combined cycle units, but no later than December 31, 2021.	12/31/2020		12	12/31/2021
5	Retire the Cabras 3&4 Slow Speed Plant (79MW)				12/31/2021

What is its funding source?

- Insurance Proceeds
- CIP
- Bond Funds



GUAM POWER AUTHORITY

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

GUAM POWER AUTHORITY

FINANCIAL STATEMENT OVERVIEW April 2016

Attached are the financial statements and supporting schedules for the month and fiscal year ended April 30, 2016.

Summary

The increase in net assets for the month ended was \$3.0 million as compared to the anticipated net decrease of \$2.1 million projected at the beginning of the year. The total kWh sales for the month were 2.68% more than projected and non-fuel revenues were \$0.2 million more than the estimated amount. O & M expenses for the month were \$4.7 million which was \$3.4 million less than our projections for the year. Other expenses for the month such as interest expense, IPP costs, (net of interest income and other income) totaled to \$3.3 million which was \$0.5 million less than the projected amount. There were no other significant departures from the budget during the period.

Analysis

Description	Previous	Current	Target
	Month	Month	
Quick Ratio	1.90	2.09	2
Days in Receivables	34	37	52
Days in Payables	26	29	30
LEAC (Over)/Under	\$3,301,427	\$2,264,499	\$4,256,612
Recovery Balance -YTD			
T&D Losses	4.81%	4.75%	7.00%
Debt Service Coverage	2.23	2.38	1.75
Long-term equity ratio	13%	13%	30 – 40%
Days in Cash	139	137	60

The Quick Ratio has been a challenge for GPA. However, this fiscal year has shown improvement over the previous fiscal year. GPA has current obligations of approximately \$57 million and approximately \$118 million in cash and current receivables. The Debt Service Coverage ratio is calculated using the methodology in use before the Fiscal Year 2002 change in accounting practice.

Financial Statement April 2016 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

Chief Financial Officer

John M. Benavente, P.E. General Manager

	GUAM POWER AUTHORITY (A COMPONENT UNIT OF THE GOVERNMENT Statements of Net Position April 30, 2016 and September 30, 2	,	
	Unaudited April 2016	Audited September 2015	Change from Sept 30 2015
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES			
Current assets:			
Cash and cash equivalents:			
Held by trustee for restricted purposes:			
Interest and principal funds	\$ 3,481,452	\$ 22,849,106	\$ (19,367,654)
Bond indenture funds	75,999,380	84,986,806	(8,987,426)
Held by Guam Power Authority:			
Bond indenture funds	85,541,797	61,456,015	24,085,782
Self insurance fund-restricted	19,503,566	20,435,825	(932,259)
Energy sense fund	1,759,861	1,806,014	(46,153)
Total cash and cash equivalents	186,286,056	191,533,766	(5,247,710)
Other accounts receivable	4,807,492	0	4,807,492
Accounts receivable, net	30,668,010	35,519,425	(4,851,415)
Total current receivables	35,475,502	35,519,425	(43,923)
Materials and supplies inventory	15,066,056	16,312,559	(1,246,503)
Fuel inventory	26,843,031	34,774,612	(7,931,581)
Prepaid expenses	4,991,840	733,254	4,258,586
Total current assets	268,662,485	278,873,616	(10,211,131)
Utility plant, at cost:			
Electric plant in service	1,018,963,809	1,004,422,940	14,540,869
Construction work in progress	27,247,988	31,056,101	(3,808,113)
Total	1,046,211,797	1,035,479,041	10,732,756
Less: Accumulated depreciation	(517,431,567)	(494,104,532)	(23,327,035)
Total utility plant	528,780,230	541,374,509	(12,594,279)
Other non-current assets:			
Investment - bond reserve funds held by trustee	48,536,340	54,356,593	(5,820,253)
Unamortized debt issuance costs	4,804,771	5,026,209	(221,438)
Total other non-current assets	53,341,111	59,382,802	(6,041,691)
Total assets	850,783,826	879,630,927	(28,847,101)
Defendant and an experience			
Deferred outflow of resources:	2 264 624	1 000 470	205 455
Deferred fuel revenue Unamortized loss on debt refunding	2,264,634 12,845,240	1,869,479 13,574,416	395,155 (729,176)
Pension	7,490,630	7,490,630	(723,170)
Unamortized forward delivery contract costs	863,118	956,078	(92,960)
Total deferred outflows of resources	23,463,622	23,890,603	(426,981)
. Ella deletted dations of resources			
	\$ 874,247,448	\$ 903,521,530	\$ (29,274,082)

CAMP NOWER AUTHORITY CAMPONER NUTHOR THE GUAM	Change from Sept 30 2015
Unaudited April 30, 2016 and September 30, 2015	Sept 30 2015
Unaudited	Sept 30 2015
Unaudited April September 2016 Audited September 2016 LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION 2015 LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION Current maturities of long-term debt \$ 115,000 \$ 14,265,000 \$ Current obligations under capital leases 14,820,776 14,820,776 14,820,776 Accounts payable 22,068,203 One partitions 24,040,229 22,068,203 One partitions 0 Accued payroll and employees' benefits 1,583,066 1,296,886 One partitions 2,615,937 2,388,129 Interest payable 3,122,237 15,673,208 Customer deposits 10,247,190 9,043,908 One partitions 9,043,908 One partitions 10,247,190 9,043,908 One partitions 10,247,190 9,043,908 One partitions 10,247,190 19,758,320 19,758,320 19,758,320 19,758,320 19,758,320 19,758,320 19,758,320 19,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320<	Sept 30 2015
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Current maturities of long-term debt \$ 115,000 \$ 14,265,000 \$ Current obligations under capital leases 14,820,776 14,820,776 14,820,776 Accounts payable 24,040,229 22,068,203 0 Others 47,482 0 0 Accrued payroll and employees' benefits 1,583,066 1,296,886 1,296,886 Current portion of employees' annual leave 2,615,937 2,388,129 115,673,208 Interest payable 3,122,237 15,673,208 15,673,208 10,247,190 9,043,908 Total current liabilities 56,591,917 79,556,110 79,556,110 79,556,110 Regulatory liabilities: 19,758,320 19,758,320 19,758,320 19,758,320 Total regulatory liabilities 19,758,320 19,758,320 19,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320 10,758,320	4
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Operations Others 24,040,229 22,068,203 Others 47,482 0 Accrued payroll and employees' benefits 1,583,066 1,296,886 Current portion of employees' annual leave 2,615,937 2,388,129 Interest payable 3,122,237 15,673,208 Customer deposits 10,247,190 9,043,908 Total current liabilities Provision for self insurance Interest payable Total regulatory liabilities: Provision for self insurance Interest payable	(
Others 47,482 0 Accrued payroll and employees' benefits 1,583,066 1,296,886 Current portion of employees' annual leave 2,615,937 2,388,129 Interest payable 3,122,237 15,673,208 Customer deposits 10,247,190 9,043,908 Total current liabilities Frovision for self insurance Total regulatory liabilities: Provision for self insurance Total regulatory liabilities 19,758,320 19,758,320 19,758,320 Long term debt, net of current maturities 596,146,273 597,785,166 Obligations under capital leases, net of current portion 31,366,830 39,609,006 Net Pension liability 65,807,651 67,025,973 DCRS sick leave liability 3,113,912 Employees' annual leave net of current portion 806,762 Customer advances for construction 262,573 205,461 Other advances for construction 262,573 205,461	
Accrued payroll and employees' benefits Current portion of employees' annual leave 2,615,937 2,388,129 Interest payable 3,122,237 15,673,208 Customer deposits 10,247,190 9,043,908 Total current liabilities 56,591,917 79,556,110 Regulatory liabilities: Provision for self insurance 19,758,320 19,758,320 19,758,320 Long term debt, net of current maturities 596,146,273 597,785,166 Obligations under capital leases, net of current portion 31,366,830 39,609,006 Net Pension liability 65,807,651 67,025,973 DCRS sick leave liability 3,113,912 Employees' annual leave net of current portion 806,762 Customer advances for construction 262,573 205,461	1,972,026
Current portion of employees' annual leave 2,615,937 2,388,129 Interest payable 3,122,237 15,673,208 Customer deposits 10,247,190 9,043,908 Total current liabilities Provision for self insurance 19,758,320 19,758,320 Total regulatory liabilities 19,758,320 19,758,320 Long term debt, net of current maturities 596,146,273 597,785,166 Obligations under capital leases, net of current portion 31,366,830 39,609,006 Net Pension liability 65,807,651 67,025,973 DCRS sick leave liability 3,113,912 3,113,912 Employees' annual leave net of current portion 806,762 806,762 Customer advances for construction 262,573 205,461	47,482
Interest payable	286,180
Customer deposits 10,247,190 9,043,908 Total current liabilities 56,591,917 79,556,110 Regulatory liabilities: 19,758,320 19,758,320 Total regulatory liabilities 19,758,320 19,758,320 Long term debt, net of current maturities 596,146,273 597,785,166 Obligations under capital leases, net of current portion 31,366,830 39,609,006 Net Pension liability 65,807,651 67,025,973 DCRS sick leave liability 3,113,912 3,113,912 Employees' annual leave net of current portion 806,762 806,762 Customer advances for construction 262,573 205,461	227,808
Total current liabilities 56,591,917 79,556,110 Regulatory liabilities: Provision for self insurance 19,758,320 19,758,320 Total regulatory liabilities 596,146,273 597,785,166 Obligations under capital leases, net of current portion 31,366,830 39,609,006 Net Pension liability 65,807,651 67,025,973 DCRS sick leave liability 3,113,912 3,113,912 Employees' annual leave net of current portion 806,762 806,762 Customer advances for construction 262,573 205,461	(12,550,971)
Regulatory liabilities: 19,758,320 19,758,320 Total regulatory liabilities 19,758,320 19,758,320 Long term debt, net of current maturities 596,146,273 597,785,166 Obligations under capital leases, net of current portion 31,366,830 39,609,006 Net Pension liability 65,807,651 67,025,973 DCRS sick leave liability 3,113,912 3,113,912 Employees' annual leave net of current portion 806,762 806,762 Customer advances for construction 262,573 205,461	1,203,282
Regulatory liabilities: 19,758,320 19,758,320 Total regulatory liabilities 19,758,320 19,758,320 Long term debt, net of current maturities 596,146,273 597,785,166 Obligations under capital leases, net of current portion 31,366,830 39,609,006 Net Pension liability 65,807,651 67,025,973 DCRS sick leave liability 3,113,912 3,113,912 Employees' annual leave net of current portion 806,762 806,762 Customer advances for construction 262,573 205,461	
Provision for self insurance 19,758,320 19,758,320 Total regulatory liabilities 19,758,320 19,758,320 Long term debt, net of current maturities 596,146,273 597,785,166 Obligations under capital leases, net of current portion 31,366,830 39,609,006 Net Pension liability 65,807,651 67,025,973 DCRS sick leave liability 3,113,912 3,113,912 Employees' annual leave net of current portion 806,762 806,762 Customer advances for construction 262,573 205,461	(22,964,193
Provision for self insurance 19,758,320 19,758,320 Total regulatory liabilities 19,758,320 19,758,320 Long term debt, net of current maturities 596,146,273 597,785,166 Obligations under capital leases, net of current portion 31,366,830 39,609,006 Net Pension liability 65,807,651 67,025,973 DCRS sick leave liability 3,113,912 3,113,912 Employees' annual leave net of current portion 806,762 806,762 Customer advances for construction 262,573 205,461	
Long term debt, net of current maturities 596,146,273 597,785,166 Obligations under capital leases, net of current portion 31,366,830 39,609,006 Net Pension liability 65,807,651 67,025,973 DCRS sick leave liability 3,113,912 3,113,912 Employees' annual leave net of current portion 806,762 806,762 Customer advances for construction 262,573 205,461	0
Obligations under capital leases, net of current portion 31,366,830 39,609,006 Net Pension liability 65,807,651 67,025,973 DCRS sick leave liability 3,113,912 3,113,912 Employees' annual leave net of current portion 806,762 806,762 Customer advances for construction 262,573 205,461	0
Obligations under capital leases, net of current portion 31,366,830 39,609,006 Net Pension liability 65,807,651 67,025,973 DCRS sick leave liability 3,113,912 3,113,912 Employees' annual leave net of current portion 806,762 806,762 Customer advances for construction 262,573 205,461	(1,638,893)
Net Pension liability 65,807,651 67,025,973 DCRS sick leave liability 3,113,912 3,113,912 Employees' annual leave net of current portion 806,762 806,762 Customer advances for construction 262,573 205,461	(8,242,176
DCRS sick leave liability 3,113,912 3,113,912 Employees' annual leave net of current portion 806,762 806,762 Customer advances for construction 262,573 205,461	(1,218,322
Employees' annual leave net of current portion 806,762 806,762 Customer advances for construction 262,573 205,461	0
Customer advances for construction 262,573 205,461	0
Total liabilities 773,854,238 807,860,710	57,112
	(34,006,472)
Defend by the second	
Deferred inflows of resources:	/240.5==
Unearned forward delivery contract revenue 3,163,429 3,504,106	(340,677)
Pension 7,694,438 7,694,438 Other unearned revenues 0 357,000	(357,000
Total deferred inflows of resources 10,857,867 11,555,544	(697,677)
Commitments and contigencies	
Net Position:	
Net investment in capital assets 8,842,382 16,924,495	(8,082,113)
Restricted 1,085,129 13,551,340	(12,466,211)
Unrestricted 79,607,831 53,629,441	25,978,390
Total net position 89,535,342 84,105,276	
\$ 874,247,448 \$ 903,521,53 <u>0</u> \$	5,430,066

	•	1PONENT	JAM POWER AUTHO UNIT OF THE GOVER nues, Expenses and C	RNMENT OF GUA				
	٨٠	oril 30		% of	% of			
	Unaudited 2016	JI II 30	Audited 2015	change Inc (dec)	Unaudited 2016	il 30	Audited 2015	change Inc (dec)
Revenues								
Sales of electricity	\$ 24,420,985	\$	28,224,056	(13)	\$ 179,057,510	\$	218,942,574	(18)
Working Capital surcharge		•	583,681	(100)			4,032,533	(100)
Miscellaneous	70,065		(125,311)	(156)	1,443,072		716,552	<u>101</u>
Total	24,491,050		28,682,426	(15)	180,500,582		223,691,659	(19)
Bad debt expense	(91,667)		(162,167)	(43)	(641,669)		(1,010,167)	(36)
Total revenues	24,399,383		28,520,259	(14)	179,858,913		222,681,492	(19)
Operating and maintenance expenses								
Production fuel	10,255,577		14,101,896	(27)	87,679,220		130,019,499	(33)
Other production	1,824,967		2,501,805	(27)	9,222,338		11,792,689	(22)
	12,080,544		16,603,701	(27)	96,901,558		141,812,188	(32)
Depreciation	3,416,133		3,381,285	1	23,464,405		22,383,089	5
Energy conversion cost	926,923		1,450,280	(36)	9,401,292		12,222,513	(23)
Transmission & distribution	973,965		1,086,773	(10)	6,405,704		7,107,068	(10)
Customer accounting	321,264		288,071	12	3,376,622		2,243,548	51
Administrative & general	1,594,583		3,300,184	<u>(52)</u>	17,379,766		18,906,157	<u>(8)</u>
Total operating and maintenance expenses	19,313,412		26,110,294	<u>(26)</u>	156,929,347		204,674,563	<u>(23)</u>
Operating income	5,085,971		2,409,965	<u>111</u>	22,929,566		18,006,929	<u>27</u>
Other income (expenses)								
Interest income	60,369		51,285	18	595,003		644,726	(8)
Interest expense and amortization	(2,859,806)		(3,127,189)	(9)	(20,455,088)		(22,931,158)	(11)
Bond issuance costs	68,617		100,009	(31)	480,319		481,908	(0)
Assets written off	0		0	(/	0		0	(-)
Allowance for funds used during construction	341,139		362,411	(6)	2,500,391		3,717,748	(33)
Other expense	(4,293)		(4,291)	0	(1,323,541)		(2,870,880)	<u>(54)</u>
Total other income (expenses)	(2,393,974)		(2,617,775)	<u>(9)</u>	(18,202,916)		(20,957,656)	<u>(13)</u>
Income (loss) before capital contributions	2,691,997		(207,810)	(1,395)	4,726,650		(2,950,727)	(260)
Capital contributions	315,629		0	0	703,416		414,045	70
Increase (decrease) in net assets	3,007,626		(207,810)	(1,547)	5,430,066		(2,536,682)	(314)
Total net assets at beginning of period (restated)	86,527,716		62,441,136	<u>39</u>	84,105,276		64,770,008	<u>30</u>
Total net assets at end of period	\$ 89,535,342	\$	62,233,326	<u>44</u>	\$ 89,535,342	\$	62,233,326	<u>44</u>

GUAM POWER AUTHORITY (A COMPONENT UNIT OF THE GOVERNMENT OF GUAM) Statements of Cash Flows Period Ended April 30, 2016

Period Ended April 30, 2	2010	
	Month Ended 4/30/2016	YTD Ended 4/30/2016
Increase(decrease) in cash and cash equivalents		
Cash flows from operating activities:		
Cash received from customers	\$22,088,685	\$ 184,783,868
Cash payments to suppliers and employees		
for goods and services	18,206,096	131,743,388
Net cash provided by operating activities	\$3,882,588	53,040,480
Cash flows from investing activities:		
Interest and dividends on investments and		
bank accounts	60,369	595,003
Net cash provided by investing activities	60,369	595,003
Cash flows from non-capital financing activities		
Interest paid on short term debt	(6,437)	(44,350)
Energy sense fund payments	14,734	46,153
Provision for self insurance funds	(39)	932,259
Net cash provided by noncapital financing activities	8,258	934,062
Cash flows from capital and related financing activities		
Acquisition of utility plant	(4,977,309)	(10,870,191)
Principal paid on bonds and other long-term debt	-	(14,265,000)
Interest paid on bonds(net of capitalized interest)	(14,036,720)	(26,787,856)
Interest paid on capital lease obligations	(463,485)	(3,673,396)
Interest & principal funds held by trustee	10,399,355	19,367,654
Reserve funds held by trustee	(3,350)	5,820,253
Bond funds held by trustee	2,176,334	8,987,426
Principal payment on capital lease obligations	(1,057,344)	(8,242,176)
Grant from DOI/FEMA	315,629	703,416
Debt issuance costs/loss on defeasance	(217,699)	(1,523,893)
Net cash provided by (used in) capital and related		
financing activities	(7,864,590)	(30,483,763)
Net (decrease) increase in cash and cash equivalents	(3,913,374)	24,085,782
Cash and cash equivalents, beginning	89,455,171	61,456,015
Cash and cash equivalents-Funds held by GPA, April 30, 2016	\$ 85,541,797	\$ 85,541,797

GUAM POWER AUTHORITY

(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)

Statements of Cash Flows, continued Period Ended April 30, 2016

	Month Ending	YTD Ending
	4/30/2016	4/30/2016
Reconciliation of operating earnings to net cash provided		
by operating activities:		
Operating earnings net of depreciation expense		
and excluding interest income	\$5,085,971	\$22,929,566
Adjustments to reconcile operating earnings to net cash		
provided by operating activities:		
Depreciation and amortization	3,416,133	23,464,405
Other expense	64,324	(843,222)
(Increase) decrease in assets:		
Accounts receivable	(2,310,698)	4,851,415
Other accounts receivable	(1,998,438)	(4,807,492)
Materials and inventory	(4,410)	1,246,503
Fuel inventory	(4,991,047)	7,931,581
Prepaid expenses	(582,647)	(4,258,586)
Unamortized debt issuance cost	31,634	221,438
Deferred fuel revenue	171,181	(395,155)
Unamortized loss on debt refunding	104,168	729,176
Unamortized forward delivery contract costs	13,280	92,960
Increase (decrease) in liabilities:		
Accounts payable-operations	4,205,835	1,972,026
Accounts payable-others	-	47,482
Accrued payroll and employees' benefits	236,403	286,180
Net pension liability	(732,160)	(1,218,322)
Employees' annual leave	(1,830)	227,808
Customers deposits	1,231,275	1,203,282
Customer advances for construction	(7,717)	57,112
Other unearned revenue	· · · · · · · · · · · · · · · · · · ·	(357,000)
Unearned forward delivery contract revenue	(48,668)	(340,677)
Net cash provided by operating activities	\$3,882,588	\$53,040,480

Guam Power Authority Financial Analysis April 30, 2016

	Quick Ratio		
Α	Reserve Funds Held by GPA	85,541,797	
В	Current Accounts Receivable	32,486,697	
c	Total Cash and A/R (A+B)	118,028,494	
D	Total Current Liabilities	56,591,917	
E	Quick Ratio (F/G)	2.09	
_	Quisi natio (1,7 c)	2.03	
	Days in Receivables		
Α	FY 16 Moving 12 MosActual	320,039,866	
В	No. of Days	365	
С	Average Revenues per day (A/B)	876,822	
D	Current Accounts Receivable	32,486,697	
Ε	Days in Receivables (D/C)	37	
	Days in Payables		
Α	FY 16 Moving 12 Months-Actual	285,369,868	
В	No. of Days	365	
С	Average Payables per day (A/B)	781,835	
D	Current Accounts Payables	23,002,484	
Ε	Days in Payables (D/C)	29	
	Long term equity ratio		
A	Equity	\$ 89,535,342.00	
В	Total Long term Liability	\$ 593,553,324.00	
C	Total Equity and liability	\$ 683,088,666.00	
D	Long term equity ratio (A/C)	13%	
	Days cash on hand		
Α	Unresctricted cash & cash equivalents	85,542	
В	No. of Days -YTD	213	
С	A x B	18,220,403	
D	Total Operating expenses excluding depreciation	133,465	
E	Days cash on hand	133,403	
_	Says cash on hand	13/	
	Days' Liquidity		
Α	Unresctricted cash , cash equivalents & revolving Credi	120,542	
В	No. of Days -YTD	213	
С	AxB	25,675,403	
_			

Total Operating expenses excluding depreciation

D

Ε

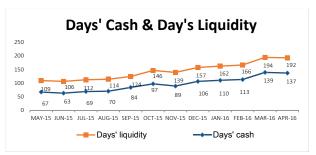
Days liquidity











133,465

192

GPA 302 16-May-16

GUAM POWER AUTHORITY ACCRUED REVENUE APRIL 2016

		FOR THE MONTH ENDED APRIL		IS ENDED
	2016	2015	2016	2015
KWH SALES:				
Residential	40,225,381	37,892,367	268,933,983	259,495,438
Small Gen. Non Demand	6,571,445	5,904,291	44,606,283	42,290,164
Small Gen. Demand	15,697,754	13,706,434	109,468,341	109,453,539
Large General	24,539,981	28,442,004	177,223,765	178,638,118
Independent Power Producer	64,373	125,505	453,474	458,622
Private St. Lights	53,670	49,642	366,383	350,851
Sub-total	87,152,604	86,120,242	601,052,230	590,686,733
Government Service:		4 4 40 050		
Small Non Demand	1,105,215	1,148,258	7,544,578	8,385,001
Small Demand	7,739,650	7,797,496	53,690,348	53,849,584
Large	5,844,996	5,630,359	40,817,189	39,874,805
Street Lighting Sub-total	957,681 45,647,542	871,702	6,620,902	6,756,507
Total	15,647,542	15,447,816	108,673,018	108,865,897
U. S. Navy	102,800,145	101,568,058	709,725,248	699,552,630
U. S. Navy	26,689,524	26,520,010	184,969,739	182,987,872
GRAND TOTAL	129,489,669	128,088,068	894,694,987	882,540,502
REVENUE:				
Revenue: Residential	7,344,934	7,950,421	52,334,159	61,948,613
Small Gen. Non Demand	1,463,634	1,559,003	10,482,454	11,944,584
Small Gen. Demand	3,242,757	4,360,925	23,916,114	30,459,235
Large General	4,730,172	6,311,337	35,939,621	45,681,529
Independent Power Producer	12,767	27,267	95,969	128,241
Private St. Lights	28,916	29,268	203,708	218,760
Sub-total	16,823,180	20,238,220	122,972,024	150,380,961
Government Service:	10,023,100	20,230,220	122,312,024	130,300,301
Small Non Demand	264,751	321,510	1,886,606	2,549,753
Small Demand	1,733,876	1,955,006	12,513,224	15,228,343
Large	1,258,758	1,368,431	9,131,265	10,953,327
Street Lighting	444,854	482,649	3,185,041	3,789,379
Sub-total	3,702,240	4,127,596	26,716,136	32,520,803
Total	20,525,420	24,365,816	149,688,160	182,901,764
U. S. Navy	3,895,565	3,858,240	29,369,350	36,040,809
GRAND TOTAL	24,420,985	28,224,056	179,057,510	218,942,574
NUMBER OF CUCTOMERC				
NUMBER OF CUSTOMERS: Residential	43,221	42,632	42,983	41,636
Small Gen. Non Demand	•	•	4,032	3,947
Small Gen. Demand	4,055 996	3,983 1,027	4,032 1,011	1,015
Large General	116	1,027	1,011	1,015
Independent Power Producer	3	2	3	3
Private St. Lights	536	534	535	553
Sub-total	48,927	48,290	48,680	47,309
Government Service:	40,321	40,230	40,000	47,509
Small Non Demand	689	700	686	718
Small Demand	340	338	332	345
Large	45	43	44	44
Street Lighting	160	161	164	171
Sub-total	1,234	1,242	1,225	1,279
Total	50,161	49,532	49,905	48,588
US Navy	1	1	1	1
	50,162	49,533	49,906	48,589

GPA403 GUAM POWER AUTHORITY ACCRUED REVENUE

	TWELVE	APRIL	MARCH	FEBRUARY	JANUARY	DECEMBER	NOVEMBER	OCTOBER	SEPTEMBER	AUGUST	JULY	JUNE	MAY
MINITER FO	MONTHS ENDED	2016	2016	2016	2016	2015	2015	2015	2015	2015	2015	2015	2015
KWH SALES: Residential	471,007,445	40,225,381	38,724,045	34,167,871	36,377,830	39,545,945	39,586,380	40,306,531	39,872,545	40,605,742	40,845,293	40.569.547	40,180,334
Small General Non Demand	74,912,970	6,571,445	6,643,435	6,027,261	6,251,920	6,454,702	6,164,074	6,493,446	6,288,677	6,436,709	6,339,310	5,151,114	6,090,878
Small General Demand	189,302,842	15,697,754	15,655,021	14,874,631	15,330,440		15,829,108	16,355,633	16,163,980	16,356,323	15,831,628	16,158,418	15,324,151
Large General	307,660,094	24,539,981	25,281,406	23,808,449	25,642,537	25,829,727	26,020,043	26,101,621	26,047,464	27,103,703	26,683,594	21,064,143	29,537,426
Private Outdoor Lighting	711,642	53,670	52,898	123,125	52,626		56,110	51,169	52,449	52,716	56,381	55,417	54,418
Independent Power Producer	530,930	64,373	-7,624	49,247	61,452		3,966	35,156	38,355	77,247	80,247	-16,449	-28,065
Sub-Total	1,044,125,924	87,152,604	86,349,181	79,050,584	83,716,806	87,779,819	87,659,681	89,343,556	88,463,469	90,632,440	89,836,453	82,982,190	91,159,141
Government Service:													
Small Non Demand	13,102,751	1,105,215	1,098,258	971,930	1,072,860	1,122,184	1,011,894	1,162,236	1,124,630	1,140,666	1,091,657	1,129,105	1,072,115
Small Demand	91,989,929	7,739,650	8,027,317	7,459,856	7,750,948	7,482,492	7,442,179	7,787,906	7,515,034	7,953,405	7,585,257	7,638,235	7,607,651
Large	71,740,544	5,844,996	6,015,360	5,692,041	5,853,233	5,742,352	5,705,026	5,964,181	5,971,410	5,919,733	5,958,064	7,494,328	5,579,819
Street Lighting (Agencies)	11,407,569	957,681	999,808	870,390	901,488	1,060,569	865,766	965,200	992,895	902,068	934,453	1,062,117	895,134
Sub-Total	188,240,794	15,647,542	16,140,744	14,994,216	15,578,529	15,407,598	15,024,865	15,879,523	15,603,969	15,915,871	15,569,432	17,323,785	15,154,719
Total	1,232,366,718	102,800,145	102,489,924	94,044,800	99,295,335		102,684,546	105,223,080	104,067,438	106,548,311	105,405,885	100,305,976	106,313,860
U.S. Navy	319,374,921	26,689,524	26,532,512	24,690,348	26,381,431	27,284,247	26,097,364	27,294,313	27,037,635	27,773,666	26,525,498	27,313,129	25,755,255
Grand Total	1,551,741,639	129,489,669	129,022,437	118,735,148	125,676,766	130,471,663	128,781,910	132,517,393	131,105,073	134,321,977	131,931,383	127,619,104	132,069,115
REVENUE:													
Residential	93,767,686	7,344,934	7,103,669	6,031,139	7,459,365	8,117,317	8,051,485	8,226,249	7,993,843	8,147,037	6,622,817	10,482,124	8,187,705
Small General Non Demand	18,397,906	1,463,634	1,484,401	1,322,917	1,534,356	1,599,731	1,500,558	1,576,858	1,569,131	1,609,823	1,715,515	1,500,213	1,520,770
Small General Demand	41,644,350	3,242,757	3,243,586	3,053,498	3,492,514	3,653,549	3,529,493	3,700,718	3,723,724	3,763,072	3,735,286	3,948,923	2,557,231
Large General	64,357,009	4,730,172	4,829,239	4,484,480	5,405,849	5,689,645	5,248,792	5,551,443	5,550,227	5,748,410	5,326,367	4,815,266	6,977,118
Private Outdoor Lighting	353,365	28,916	28,395	28,494	29,610	28,687	30,266	29,340	29,415	29,843	31,704	29,391	29,304
Independent Power Producer	142,588	12,767	-589	23,390	12,991	37,533	2,227	7,649	8,781	16,160	18,160	14,060	-10,543
Sub-Total	218,662,904	16,823,180	16,688,702	14,943,918	17,934,685	19,126,462	18,362,820	19,092,257	18,875,121	19,314,347	17,449,849	20,789,978	19,261,586
Government Service:													
Small Non Demand	3,336,719	264,751	255,836	229,896	277,478	291,748	263,904	302,993	289,058	296,670	284,001	310,814	269,570
Small Demand	21,959,414	1,733,876	1,739,694	1,622,883	1,865,919	1,839,730	1,803,679	1,907,443	1,821,960	1,928,150	1,783,968	1,867,197	2,044,914
Large	16,084,898	1,258,758	1,258,310	1,187,244	1,350,727	1,340,879	1,333,370	1,401,976	1,373,500	1,391,420	1,433,452	1,249,515	1,505,746
Street Lighting (Agencies)	5,646,114	444,854	451,027	432,682	456,140	483,587	449,048	467,703	490,400	479,993	493,104	515,652	481,924
Sub-Total	47,027,145	3,702,240	3,704,866	3,472,705	3,950,264	3,955,944	3,850,002	4,080,116	3,974,919	4,096,233	3,994,524	3,943,178	4,302,154
Total	265.690.049	20,525,420	20,393,568	18,416,623	21,884,948	23,082,406	22,212,822	23,172,373	22,850,040	23,410,580	21,444,373	24,733,156	23,563,740
U.S. Navy	53,590,059	3,895,565	3,399,739	3,105,842	4,472,293	4,883,127	4,861,306	4,751,478	4,977,342	5,173,691	4,949,172	4,463,229	4,657,275
Grand Total	319,280,108	24,420,985	23,793,307	21,522,465	26,357,241	27,965,533	27,074,128	27,923,851	27,827,382	28,584,271	26,393,545	29,196,385	28,221,015
NUMBER OF CUSTOMERS:													
Residential	42,983	43,221	43,250	43,236	43,185		43,013	42,955	42,888	42,746	42,653	42,750	42,684
Small General Non Demand	4,032	4,055	4,065	4,058	4,052	4,059	4,034	4,048	4,027	4,017	4,008	3,977	3,985
Small General Demand	1,011	996	1,003	1,004	1,007	1,010	1,012	1,013	1,013	1,015	1,022	1,018	1,022
Large General	116	116	115	116	116	116	116	116	116	117	118	116	115
Private Outdoor Lighting	535	536	534	536	533	531	536	534	536	535	542	531	535
Independent Power Producer	3	3	3	3	3	3	1	2	3	3	3	3	2
Sub-Total	48,680	48,927	48,970	48,953	48,896	48,930	48,712	48,668	48,583	48,433	48,346	48,395	48,343
Government Service:													
Small Non Demand	686	689	696	683	680	684	659	703	638	703	708	701	687
Small Demand	332	340	339	338	337	336	330	342	259	339	342	340	339
Large	44	45	45	45	45	44	43	44	42	40	43	44	42
Street Lighting (Agencies)	164	160	161	160	160	160	160	161	158	161	204	162	160
Sub-Total	1,225	1,234	1,241	1,226	1,222	1,224	1,192	1,250	1,097	1,243	1,297	1,247	1,228
Total	49,905	50,161	50,211	50,179	50,118	50,154	49,904	49,918	49,680	49,676	49,643	49,642	49,571
U.S. Navy	1	1	1	1	1	1	1	1	1	1	1	1	1
Grand Total	49,906	50,162	50,212	50,180	50,119	50,155	49,905	49,919	49,681	49,677	49,644	49,643	49,572

APRIL 2016

	NUMBER																		
RATE	OF	KWH	TOTAL RE	VENUE	<u> </u>	BASE	RAT	TE REVENUE	AVERAGE P	ER	CUSTOMER		NON-I	UEL			OI	L	
	CUSTOMERS	SALES	AMOUNT	C/K	WH	C/KWH		AMOUNT	KWH		REVENUE		C/KWH	ΑN	IOUNT		C/KWH		AMOUNT
Month		•			•								•				•		
R Residential	43,221	40,225,381	\$ 7,344,934	\$ 18	8.2595	\$ 18.26	\$	7,344,934	931	\$	169.94	\$	9.5982	\$	3,860,894	\$	8.6613	\$	3,484,041
G Small Gen. Non Demand	4,055	6,571,445	\$ 1,463,634	\$ 2	2.2726	\$ 22.27	\$	1,463,634	1,621	\$	360.95	\$	13.6113	\$	894,461	\$	8.6613	\$	569,173
J Small Gen. Demand	996	15,697,754	\$ 3,242,757	\$ 2	0.6575	\$ 20.66	\$	3,242,757	15,761	\$	3,255.78	\$	12.0005	\$	1,883,804	\$	8.6570	\$	1,358,953
P Large General	116	24,539,981	\$ 4,730,172	\$ 19	9.2754	\$ 19.28	\$	4,730,172	211,552	\$	40,777.35	\$	10.6545	\$	2,614,621	\$	8.6208	\$	2,115,551
I Independent PowerProducer	3	64,373		\$ 19	9.8327	\$ 19.83	\$	12,767	21,458		4,255.60	\$	11.4602	\$	7,377	\$	8.3725	\$	5,390
H Private St. Lights	536	53,670	\$ 28,916	\$ 5		\$ 53.88	\$	28,916	100	\$	53.95	\$	45.2166	\$	24,268	\$	8.6613	\$	4,649
Sub-Total	48,927	87,152,604	\$ 16,823,180	\$ 19	9.3031	\$ 19.30	\$	16,823,180	1,781	\$	343.84	\$	10.6542	\$	9,285,425	\$	8.6489	\$	7,537,756
Government Service:																			
S Small Non Demand	689	1,105,215	\$ 264,751	\$ 2	3.9547	\$ 23.95	5 \$	264,751	1,604	\$	384.25	\$	15.2934	\$	169,025	\$	8.6613	\$	95,726
K Small Demand	340	7,739,650	\$ 1,733,876	\$ 2	2.4025	\$ 22.40	\$	1,733,876	22,764	\$	5,099.64	\$	13.7412	\$	1,063,522	\$	8.6613	\$	670,354
L Large	45	5,844,996	\$ 1,258,758	\$ 2	1.5357	\$ 21.54	\$	1,258,758	129,889	\$	27,972.41	\$	12.9665	\$	757,889	\$	8,5692	\$	500.869
F Street Lighting (Agencies)	160		\$ 444,854	\$ 4		\$ 46.45	\$	444,854	5,986	\$	2,780.34		37.7899	\$	361,906	\$	8.6613	\$	82,948
Sub-Total	1,234	15,647,542	. ,			\$ 23.66	; ;	3,702,240	12,680		3,000.19			\$	2,352,343		8.6269	-	1,349,897
	50,161	102,800,145	. , ,			\$ 42.96		20,525,420	2,049		409.19				1,637,768		8.6456	-	8,887,653
U.S. Navy	1	26,689,524				\$ 14.60		3,895,565	_,	•		\$		•	1,661,891		8.3691	-	2,233,674
0.0.14479	•	20,000,024	Ψ 0,000,000	• .	1.0000	Ψ 1-1.00		0,000,000				۳	0.2200	Ψ	1,001,001	•	0.0001	•	2,200,014
TOTAL	50,162	129,489,669	\$ 24,420,985	\$ 18	8.8594	\$ 18.86	s	24,420,985	2.581	\$	486.84	\$	10.2708	\$ 1	3,299,659	\$	8.5886	\$	11,121,327
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Seven Months Ended April 2016																			
R Residential	42,983	268.933.983	\$ 52.334.159	\$ 19	9.4599	\$ 19.46	\$	52,334,159	6,257	\$	1.217.56	\$	9.6750	\$ 2	6.019.326	\$	9.7849	\$	26,314,833
G Small Gen. Non Demand	4,032	44,606,283	\$ 10,482,454	\$ 2		\$ 23.50	\$	10,482,454	11,063		2,599.76	\$	13.7414	\$	6,129,537	\$	9.7585	\$	4,352,918
J Small Gen. Demand	1,011	109,468,341	\$ 23,916,114			\$ 21.85		23,916,114	108,251	\$		\$			3,197,512			\$	10,718,602
P Large General	116	177,223,765	\$ 35,939,621			\$ 20.28		35,939,621	1,526,694		309,601.90							\$	17,415,967
I Independent PowerProducer	3	453,474	\$ 95,969			\$ 21.16		95,969				\$		\$		\$		\$	43,564
H Private St. Lights	535	366,383	\$ 203,708			\$ 55.60		203,708	685		380.82			\$		\$	9.8924		36,244
Sub-Total	48,680	,				\$ 20.46		122,972,024	12,347			\$		•	4,089,897			\$	58,882,128
	,	,,	*,	• -		•	Ť	,,	1_,0 11	•	_,	•		•	.,,	•			,,
Government Service:																			
S Small Non Demand	686	7.544.578	\$ 1,886,606	\$ 2	5.0061	\$ 25.01	\$	1,886,606	10.999	\$	2.750.49	\$	15,1198	\$	1,140,724	\$	9.8863	\$	745,882
K Small Demand	332	,- ,	\$ 12.513.224			\$ 23.31		12,513,224	161.840		37.718.84				7.219.080			\$	5,294,144
L Large	44	40,817,189	\$ 9.131.265			\$ 22.37		9.131.265	938,326		209.914.13			•	, -,			\$	3,983,205
F Street Lighting (Agencies)	164	6,620,902	\$ 3,185,041			\$ 48.11		3,185,041	40,392		,-	\$		•	2,530,335			\$	654,707
Sub-Total	1,225		\$ 26,716,136			\$ 24.58		26,716,136	88,707		21,807.61				6,038,199			\$	10,677,937
oub rotal	1,220	100,010,010	Ψ 20,1 10,100	· -	1.00-10	Ψ	•	20,7 10,100	55,151	۳	21,007.01	•	14.7002	Ψ.	0,000,100	•	0.0201	•	10,011,001
U.S. Navy	1	184,969,739	\$ 29,369,350	\$ 1	5.8779	\$ 15.88	\$	29,369,350				\$	6.0822	\$ 1	1,250,192	\$	9.7957	\$	18,119,158
		,,.	·,,	•		•	Ť	,,				•		•	.,,	•			,,
TOTAL	49,906	894,694,987	\$ 179,057,510	\$ 2	0.0132	\$ 20.01	\$	179,057,510	17,928	\$	3,587.91	\$	10.2133	\$ 9	1,378,288	\$	9.7999	\$	87,679,223
Twelve Months Ended April 2016																			
R Residential	42,983	471,007,445	\$ 93,767,686	\$ 19	9.9079	\$ 19.91	\$	93,767,686	10,958	\$	2,181.52	\$	9.5342	\$ 4	4,906,827	\$	10.3737	\$	48,860,859
G Small Gen. Non Demand	4,032	74,912,970	\$ 18,397,906	\$ 2	4.5590	\$ 24.56	\$	18,397,906	18,579	\$	4,562.88	\$	14.2408	\$ 1	0,668,217	\$	10.3182	\$	7,729,690
J Small Gen. Demand	1,011	189,302,842	\$ 41,644,350	\$ 2	1.9988	\$ 22.00	\$	41,644,350	187,197	\$	41,181.06	\$	11.6301	\$ 2	2,016,183	\$	10.3687	\$	19,628,167
P Large General	116	307,660,094	\$ 64,357,009	\$ 2	0.9182	\$ 20.92	2 \$	64,357,009	2,650,338	\$	554,403.53	\$	10.5378	\$ 3	2,420,458	\$	10.3805	\$	31,936,551
I Independent PowerProducer	3	530,930	\$ 142,588	\$ 2	6.8562	\$ 26.86	\$	142,588	199,099	\$	53,470.39	\$	15.7900	\$	83,834	\$	11.0662	\$	58,754
H Private St. Lights	535	711,642	\$ 353,365	\$ 49	9.6549	\$ 49.65	5 \$	353,365	1,330	\$	660.60	\$	40.2762	\$	286,622	\$	9.3787	\$	66,743
Sub-Total	48,680	1,044,125,924	\$ 218,662,904	\$ 2	0.9422	\$ 20.94	\$	218,662,904	21,449	\$	4,491.87	\$	10.5717	\$ 11	0,382,141	\$	10.3705	\$	108,280,763
	,	, , ,	. , ,	•			-		ŕ		ŕ	-							, ,
Government Service:																			
S Small Non Demand	686	13,102,751	\$ 3,336,719	\$ 2	5.4658	\$ 25.47	\$	3,336,719	19,103	\$	4,864.61	\$	15.0122	\$	1,967,007	\$	10.4536	\$	1,369,712
K Small Demand	332	91,989,929	\$ 21,959,414	\$ 2	3.8715	\$ 23.87	,	21,959,414	277,287	\$	66,192.66	\$	13.4423	\$1	2,365,521	\$	10.4293	\$	9,593,893
L Large	44	71,740,544	\$ 16,084,898	\$ 2	2.4209	\$ 22.42	\$	16,084,898	1,649,208	\$	369,767.78	\$	12.0948	\$	8,676,885	\$	10.3261	\$	7,408,013
F Street Lighting (Agencies)	164	11,407,569	\$ 5,646,114			\$ 49.49		5,646,114	69,594		34,445.03						10.4524		1,192,363
Sub-Total	1,225		\$ 47,027,145			\$ 24.98		47,027,145	153,656		38,386.89				7,463,163			\$	19,563,982
	49,905		\$ 265,690,049			\$ 21.56		265,690,049	24,694		42,878.77				7,845,304			\$	127,844,745
U.S. Navy	1	319,374,921				\$ 16.78		53,590,059	,504	*	,	\$	6.1492		9,639,146		10.6304	-	33,950,913
,	•	3.0,0,321	+ 00,000,000	• •			•	22,222,300				•			-,500,. 70	*		~	- 3,000,0.0
TOTAL	49,906	1.551.741.639	\$ 319,280,108	\$ 2	0.5756	\$ 20.58	\$	319,280,108	31,093	\$	6,397.66	\$	10.1489	\$ 15	7,484,450	\$	10.4267	\$	161,795,658
	.5,500	.,50.,,500	+ 5.0,200,100	-				3.0,200,700	5.,500	•	0,0000	•		0	. ,,	*		7	, ,

GPA-318 ENERGY ACCOUNT FOR INTERNAL USE ONLY
318Apr16 FY 2016 Versus FY 2015

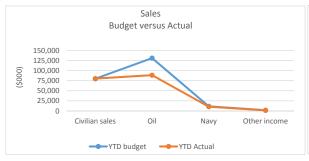
	April 2016		April 201	5	Y T D 201	16	YTD2	2015	MOVING TWEL	VE MONTHS
Gross Generation			•							
Number of days in Period	30		30		213		213		366	
Peak demand	245		242		251		242		254	
Date	04/29/16		04/30/15		10/05/15		04/30/15		09/17/15	
	KWH %	% change	KWH	% change	KWH	% change	KWH	% change	KWH	% change
Energy Account:						-		-		
Kilowatt hours GPA:										
Cabras 1 & 2	41,374,000		32,762,000		343,055,000		275,607,000		587,288,000	
Cabras No. 3	0		24,564,226		0		145,328,325		58,836,488	
Cabras No. 4	0		20,129,869		0		112,510,289		72,197,735	
MEC (ENRON) Piti 8 (IPP)	29,496,700		29,079,400		166,690,050		198,021,100		296,761,150	
MEC (ENRON) Piti 9 (IPP)	23,805,500		30,264,500		186,943,900		206,889,300		327,720,300	
TEMES Piti 7 (IPP)	3,894,508		32,951		63,678,082		6,142,232		75,673,923	
Tanguisson 2	0		0		0		0		0	
Tanguisson 1	0		0		0		11,012,210		0	
Diesels/CT's & Others:							0			
MDI 10MW	1,519,408		936,876		6,981,558		3,700,955		17,985,602	
NRG Solar Dandan	4,377,185		0		29,302,680		0		29,302,680	
Dededo CT #1	0		0		0		0		0	
Dededo CT #2	0		0		0		0		0	
Macheche CT	6,370,216		415,058		41,341,567		1,232,148		55,966,328	
Yigo CT (Leased)	0		903,487		31,119,513		3,377,109		43,395,946	
Tenjo	4,815,715		2,558,550		35,193,879		13,323,990		62,248,289	
Talofofo 10 MW	1,218,550		375,698		6,447,450		2,178,043		10,056,740	
Aggreko	23,883,647		0		67,661,489		0		67,661,489	
Wind Turbine	70,184				228,021		0		228,021	
Orote	0		0		0		0		0	
Marbo	0		0		0		0		0	
	140,825,613		142,022,615		978,643,189		979,322,701		1,705,322,692	
Ratio to last year		99.16		98.74		99.93		100.59		99.55
Station use	4,737,825		6,325,828		37,823,802		48,198,486		72,685,145	
Ratio to										
gross generation		3.36		4.45		3.86		4.92		4.26
Net send out	136,087,788	400.00	135,696,786	00.21	940,819,388	404.04	931,124,215	400	1,632,637,547	400.20
Ratio to last year		100.29		99.24		101.04		100.52		100.35
KWH deliveries:	26 699 524		27 520 010		104.040.730		102.007.072		210 254 022	
Sales to Navy (@34.5kv)	26,689,524	100.64	26,520,010	07.05	184,969,739	101.00	182,987,872	05.00	319,374,922	100 13
Ratio to last year		100.64		97.95		101.08		95.89		100.13
GPA-metered	109,398,264		109,176,776		755,849,649		748,136,343		1,313,262,625	
Ratio to last year		100.20		99.56		101.03		101.72		100.40
Power factor adj.	0		0		0		0		0	
Adjusted	109,398,264		109,176,776		755,849,649		748,136,343		1,313,262,625	
GPA KWH Accountability:										
Sales to civilian customers-										
accrual basis	102,800,145		101,568,058		709,745,247		699,552,629		1,232,386,717	
Ratio to last year		101.21	, , , , , , , , , , , , , , , , , , , ,	98.59	, ,	101.46		102.17		100.69
GPA use-KWH	268,999		284,634		1,896,873		2,625,781		3,359,433	
Unaccounted For	6,329,120		7,324,084		44,207,528		45,957,933		77,516,475	
Ratio to deliveries	-//	5.79	.,. ,	6.71	, ,	5.85	- / /	6.14	, ,	5.90
Ratio to Gross Generation		4.49		5.16		4.52		4.69		4.55
Ratio to Net Send Out		4.65		5.40		4.70		4.94		4.75

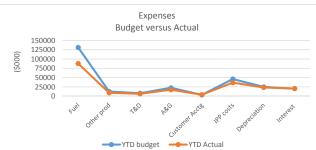
GPA-317Apr16

Guam Power Authority Fuel Consumption FY 2016

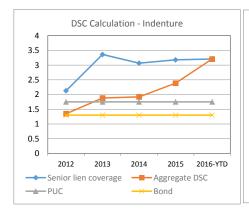
	April 2	016	YEA	R-TO-DATE	MOVING 1	2 MONTHS
Description	BARRELS	AMOUNT	BARRELS	AMOUNT	BARREL S	AMOUNT
FUEL FURNISHED:						
NAVY:						
Diesel	0	0	0	0	0	0
Low Sulfur	0	0	0	0	<u>0</u>	<u>0</u>
	0	0	0	0	0	0
GPA:						
RFO	130,875	\$4,127,396	891,059	\$ 39,677,971	1,437,065	\$ 74,618,559
Diesel	79,856	\$4,357,194	534,824	\$ 32,115,938	697,799	\$ 45,115,893
Low Sulfur	8,087	\$400,337	153,129	\$ 7,591,572	558,545	
Deferred Fuel Costs	0	\$171,182	0	\$ 900,267	0	\$ (5,126,835)
Fuel Adjustments	0	\$0		\$ -	0	\$ 77,097
Fuel Handling Costs	0	\$1,199,468	0	\$ 7,393,474	0	\$ 10,193,986
	218,818	\$10,255,577	1,579,012	\$ 87,679,221	2,693,409	\$ 161,795,657
IWPS:						
GPA RFO	130,875	\$4,127,396	891,059	\$ 39,677,971	1,437,065	\$ 74,618,559
Diesel	79,856	\$4,357,194	534,824	\$ 32,115,938	697,799	\$ 45,115,893
Low Sulfur	8,087	\$400,337	153,129	\$ 7,591,572	558,545	\$ 36,916,957
Deferred Fuel Costs	0	\$171,182	0	\$ 900,267	0	\$ (5,126,835)
Fuel Variance	0	\$0	0	\$ -	:	\$ 77,097
Fuel Handling Costs	0	\$1,199,468	0	\$ 7,393,474	0	\$ 10,193,986
	218,818	\$10,255,577	1,579,012	\$ 87,679,221	2,693,409	\$ 161,795,657
AVERAGE COST/Bbl.						
GPA RFO		\$31.54		\$44.53		\$51.92
Diesel		\$54.56		\$60.05		\$64.65
Low Sulfur		\$49.50		\$49.58		\$66.09
AS BURNED						
Cabras 1 & 2						
RFO	61,187	\$ 1,929,649	470,416	\$ 21,324,437	683,446	\$ 35,127,377
Low Sulfur	6,264	\$ 310,066	101,706	\$ 5,034,748	297,830	\$ 19,238,034
Diesel	<u>264</u>	\$ 18,959	<u>758</u>	\$ 62,729	<u>1,578</u>	\$ 142,563
	67,715	\$ 2,258,673	572,880	\$ 26,421,914	982,854	\$ 54,507,974
Cabras 3 & 4						
RFO	0	\$ -	0	\$ -		\$ 7,384,685
Low Sulfur	0	\$ -	0	\$ -	66,667	
Diesel	0	\$ -	<u>0</u>	\$ -	<u>0</u>	\$
	0	\$ -	0	\$ -	184,495	\$ 12,339,937
MEC (Piti Units 8&9)						
RFO	69,688	\$ 2,197,747	420,643	\$ 18,353,533	635,791	\$ 32,106,498
Low Sulfur	1,824	\$ 90,272	51,422	\$ 2,556,824	194,048	\$ 12,723,670
Diesel	<u>7</u>	\$ 1,015	<u>19</u>	\$ 2,906	<u>43</u>	\$ 6,491
	71,519	\$ 2,289,034	472,085	\$ 20,913,263	829,882	\$ 44,836,659
Diesel & CT's - GPA:						
MDI Dsl	2,926	\$ 152,258	12,583	\$ 815,612	30,306	\$ 2,280,599
Macheche CT	14,521	\$ 781,188	91,116	\$ 5,500,140	123,181	\$ 8,046,296
Yigo CT	0	\$ -	67,360	\$ 4,409,881	93,693	
Talofofo 10 MW	1,962	\$ 101,700	10,594	\$ 671,426	16,525	\$ 1,168,408
Aggreko	43,303	\$ 2,348,621	122,714	\$ 6,218,721	122,714	\$ 6,218,721
Tenjo	7,083		60,412			
TEMES (IPP)	9,424					
GWA Generators	<u>366</u>		<u> </u>			
	79,585	\$ 4,337,221	534,047	\$ 32,050,303	696,178	\$ 44,966,840
Deferred Fuel Costs	0	\$ 171,182		\$ 900,267		\$ (5,126,835)
Adjustment	ľ					
		S -		5 -		5 //.09/1
Fuel Handling Costs	0	\$ - \$ 1,199,468		\$ - \$ 7,393,474		\$ 77,097 \$ 10,193,986

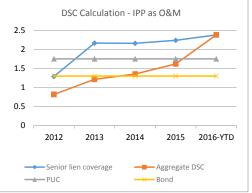
			Statement of								
			mparison-Bud	_	versus Actual te ended April	30	2016				
		roi tile illoi	itii aliu year to	ua	ite ended April	30	, 2010				
			Actual								
		Budget	April-16		Variance		YTD Budget		YTD Actual		Variance
KwH Sales-Civilian		99,500	102,800		-3,300		690,700		709,745		-19,045
Non-fuel yield	\$	0.115210 \$	0.113210	\$	0.002000	\$	0.115398	\$	0.112897	\$	0.002501
KwH Sales-Navy		26,608	26,690		-82		185,038		184,970		68
Non-fuel yield	\$	0.061338 \$	0.062271	\$	(0.000932)	\$	0.061338	\$	0.056155	\$	0.005183
Operating revenue				_	()	_		_		_	()
Civilian sales	\$	11,463 \$	11,638	Ş	(175)	\$	79,705	Ş	80,128	\$	(423)
Oil		19,946	11,121		8,825		130,889		88,545		42,344
Navy		1,632	1,662		-30		11,350		10,387		963
Other income		232 33,273	70 24,491		162 8,782		1,622 223,566		1,441 180,501		181 43,065
									642		1.0
Bad debts expense		93	92		2		626		642		-16
Total operating revenues		33,180	24,399		8,780		222,940		179,859		43,080
Operating expenses:											
Production fuel		19,946	10,256		9,690		130,889		87,679		43,210
O & M expenses:											
Other production		2,702	1,825		877		12,734		9,222		3,512
Transmission distribution		1,225	974		251		8,008		6,406		1,602
Administrative expense		3,942	1,595		2,347		22,581		17,380		5,201
Customer accounting		262	321		-59		2,816		3,377		-561
		8,130	4,715		3,416		46,139		36,384		9,755
IPP costs		1,615	927		688		11,306		9,401		1,905
Depreciation		3,571	3,416		155		24,995		23,464		1,531
		33,262	19,313		13,949		213,330		156,929		56,401
Operating income	\$	(82) \$	5,086	\$	(5,168)	\$	9,610	\$	22,930	\$	(13,320)
Other revenue (expenses):											
Investment income		128	60		68		898		593		305
Interest expense		(2,896)	(2,860)		(36)		(20,272)		(20,457)		185
AFUDC		501	341		160		3,506		2,500		1,005
Bond issuance costs/Other expenses		118	63		55		827		(843)		1,670
Net income before capital contribution		(2,231)	2,691		(4,923)		(5,431)		4,724		(10,155)
,											
Grants from the U.S. Government	-	150	316		(165)		1,051		703		348
Increase (decrease) in net assets	\$	(2,081) \$	3,007	\$	(5,089)	\$	(4,380)	\$	5,428	\$	(9,807)





Guam Power Authority					
Debt service coverage					
April 30, 2016					
			Destated	A although	VTD
	2012	2013	Restated 2014	Audited 2015	YTD 4/30/2016
Operating revenues	2012	2013	2014	2015	4/30/2016
Sales	438,112	449,029	434,462	366,185	179,060
Miscellaneous	1,916	2,927	2,156	4,775	1,441
Total revenues	440,028	451,956	436,618	370,960	180,501
Bad debts expense	1,355	1,223	430,018	959	642
Total operating revenues	438,673	450,733	436,440	370,001	179,859
Total operating revenues	438,073	430,733	430,440	370,001	179,839
Operating expenses					
Production fuel	288,602	295,473	271,175	204,136	87,679
Other production	24,991	22,009	19,305	20,079	9,222
Energy conversion costs	19,937	20,264	20,632	18,404	9,401
Transmission and distribution	12,717	13,368	12,950	11,170	6,406
Customer accounting	3,676	3,878	3,821	3,780	3,377
Admin and General	31,378	31,589	30,674	29,953	17,380
Total Expenses	381,301	386,581	358,557	287,522	133,465
Operating income	57,372	64,152	77,883	82,479	46,394
Interest/Other income (expenses)	1,113	720	157	256	578
, , , , , , , , , , , , , , , , , , ,	, -				
Debt service and lease payments					
IPP lease payments	23,084	23,084	23,084	26,622	12,131
2014 bonds	0	0	0	0	0
2012 bonds	0	16,309	17,455	17,096	9,975
2010 senior bonds	27,483	2,997	7,999	7,999	4,669
2010 subordinate	15,934	15,163	15,193	9,605	0
Total Debt service-bonds	43,417	34,469	40,647	34,700	14,643
Total Debt service and capital lease	66,501	57,553	63,731	61,322	26,774
Debt service coverage (DSC) calculation	-indenture				
Senior lien coverage	2.13	3.36	3.07	3.30	3.21
Aggregate debt service coverage	1.35	1.88	1.92	2.38	3.21
Debt service coverage (DSC) calculation	-IPP as O&M				
Senior lien coverage	1.29	2.16	2.16	2.24	2.38
Aggregate debt service coverage	0.82	1.21	1.35	1.62	2.38





REVENUES-ACTUAL VS PROJECTIONS

		MONTHLY - A	PRIL 2016		YTD THRU 04/30/2016			
	PROJECTIONS	ACTUAL	VARIANCE	% VARIANCE	PROJECTIONS	ACTUAL	VARIANCE	% VARIANCE
KWH								
Residential	36,183,356	40,225,381	4,042,025	11.17%	248,024,197	268,933,983	20,909,786	8.43% 15.71%
Small General-Non-Demand Small General-Demand	5,572,362 15,966,758	6,571,445 15,697,754	999,083 (269,004)	17.93% -1.68%	38,549,256 112,028,873	44,606,283 109,468,341	6,057,027 (2,560,532)	-2.29%
Large	26,310,340	24,539,981	(1,770,358)	-6.73%	183,785,649	177,223,765	(6,561,884)	-3.57%
Independent Power Producers	52,570	64,373	11,803	22.45%	367,214	453,474	86,260	23.49%
Private St. Lites	51,999	53,670	1,672	3.21%	331,122	366,383	35,261	10.65%
Sub-total	84,137,383	87,152,604	3,015,221	3.58%	583,086,313	601,052,230	17,965,918	3.08%
Government Small Non Demand	1,167,336	1,105,215	(62,121)	-5.32%	8,284,120	7,544,578	(739,541)	-8.93%
Small-Demand	7,932,210	7,739,650	(192,560)	-2.43%	55,592,800	53,690,348	(1,902,452)	-3.42%
Large	5,322,286	5,844,996	522,710	9.82%	37,107,212	40,817,189	3,709,977	10.00%
Public St. Lites	940,298	957,681	17,382	1.85%	6,629,465	6,620,902	(8,563)	-0.13%
Sub-total	15,362,130	15,647,542	285,411	1.86%	107,613,597	108,673,018	1,059,420	0.98%
Total-Civilian	99,499,513	102,800,145	3,300,632	3.32% 0.31%	690,699,910	709,725,248	19,025,338	2.75%
USN Grand Total	26,608,179 126,107,693	26,689,524 129,489,669	81,345 3,381,977	2.68%	158,429,956 849,129,866	184,969,739 894,694,987	26,539,783 45,565,121	16.75% 5.37%
Grand Total	120,107,033	123,403,003	3,301,377	2.0076	-	-	45,505,121	3.31 /6
Non-Oil Yield								
Residential	0.089751	0.095982	0.006230	6.94%	0.089751	0.096750	0.006999	7.80%
Small General-Non-Demand	0.148700	0.136113	(0.012586)	-8.46%	0.148700	0.137414	(0.011285)	-7.59%
Small General-Demand	0.128020	0.120005	(0.008015)	-6.26%	0.128020	0.120560	(0.007460)	-5.83%
Large Independent Power Producers	0.111931 0.171527	0.106545 0.114602	(0.005386) (0.056926)	-4.81% 0.00%	0.111931	0.104521 0.115562	(0.007410) 0.115562	-6.62% 0.00%
Private St. Lites	0.490401	0.452166	(0.038234)	-7.80%	0.490401	0.457073	(0.033327)	-6.80%
Sub-total	0.108152	0.106542	(0.001610)		0.108271	0.106629	(0.001642)	-1.52%
Government	_	_			-	_		
Small_Non Demand	0.157027	0.152934	(0.004093)	-2.61%	0.157027	0.151198	(0.005829)	-3.71%
Small-Demand	0.135057 0.130628	0.137412	0.002355	1.74% -0.74%	0.135057 0.130628	0.134458 0.126125	(0.000599) (0.004503)	-0.44%
Large Public St. Lites	0.130628	0.129665 0.377899	(0.000964) (0.062213)	-0.74% -14.14%	0.130628	0.382174	(0.004503)	-3.45% -13.16%
Sub-total	0.153864	0.150333	(0.003531)	-2.29%	0.154014	0.147582	(0.006432)	-4.18%
Total-Civilian	0.115210	0.113208	(0.002002)	-1.74%	0.115398	0.112900	(0.002498)	-2.16%
USN	0.061338	0.062268	0.000929	1.52%	0.071640	0.060822	(0.010818)	-15.10%
Grand Total	0.103843	0.102708	(0.001135)	-1.09%	0.107234	0.102133	(0.005100)	-4.76%
Non-Oil Revenues								
Residential	3,247,503	3,860,894	613,390	18.89%	22,260,493	26,019,326	3,758,833	16.89%
Small General-Non-Demand	828,608	894,461	65,854	7.95%	5,732,256	6,129,537	397,280	6.93%
Small General-Demand	2,044,066	1,883,804	(160,263)	-7.84%	14,341,950	13,197,512	(1,144,438)	-7.98%
Large Independent Power Producers	2,944,943 9,017	2,614,621 7,377	(330,322)	-11.22% -18.19%	20,571,316 62,987	18,523,654 52,404	(2,047,662)	-9.95% -16.80%
Private St. Lites	25,500	24,268	(1,640) (1,232)	-4.83%	162,383	167,464	(10,583) 5,081	3.13%
Sub-total	9,099,637	9,285,425	185,787	2.04%	63,131,386	64,089,897	958,511	1.52%
Government								
Small_Non Demand Small-Demand	183,303	169,025	(14,278)	-7.79%	1,300,829	1,140,724	(160,105)	-12.31%
Large	1,071,300 695,241	1,063,522 757,889	(7,778) 62,649	-0.73% 9.01%	7,508,191 4,847,249	7,219,080 5,148,060	(289,111) 300,811	-3.85% 6.21%
Public St. Lites	413,836	361,906	(51,930)	-12.55%	2,917,702	2,530,335	(387,368)	-13.28%
Sub-total	2,363,679	2,352,343	(11,336)	-0.48%	16,573,971	16,038,199	(535,772)	-3.23%
Total-Civilian	11,463,317	11,637,768	174,451	1.52%	79,705,357	80,128,096	422,739	0.53%
USN	1,632,096	1,661,891	29,795	1.83%	11,349,897	11,250,192	(99,705)	-0.88%
Grand Total % of Total Revenues	13,095,413 39.63%	13,299,659 54.46%	204,246	1.56%	91,055,254 41.03%	91,378,287 51.03%	323,034	0.35%
Oil Revenues	39.0370	34.4070			41.0376	31.0376		
Residential	5,783,944	3,484,041	(2,299,903)	-39.76%	37,443,199	26,314,833	(11,128,367)	-29.72%
Small General-Non-Demand	890,747	569,173	(321,575)	-36.10%	5,818,318	4,352,918	(1,465,400)	-25.19%
Small General-Demand	2,552,302	1,358,953	(1,193,349)	-46.76%	16,930,009	10,718,602	(6,211,407)	-36.69%
Large	4,205,733	2,115,551	(2,090,182)	-49.70% -35.86%	27,785,919	17,415,967	(10,369,953)	-37.32%
Independent Power Producers Private St. Lites	8,403 8,312	5,390 4,649	(3,014) (3,663)	-35.86% -44.07%	55,518 50,213	43,564 36,244	(11,954) (13,969)	-21.53% -27.82%
Sub-total	13,449,442	7,537,756	(5,911,686)		88,083,177	58,882,128	(29,201,050)	-33.15%
Government		,			,,			
Small_Non Demand	186,600	95,726	(90,874)		1,249,402	745,882	(503,520)	-40.30%
Small-Demand	1,267,971	670,354	(597,617)	-47.13%	8,407,019	5,294,144	(3,112,876)	-37.03%
Large Public St. Lites	850,773 150,308	500,869	(349,903)	-41.13% -44.81%	5,599,508	3,983,205	(1,616,303)	-28.87% -34.70%
Public St. Lites Sub-total	150,308 2,455,651	82,948 1,349,897	(67,360) (1,105,754)	-44.81% -45.03%	1,002,614 16,258,543	654,706 10,677,937	(347,908) (5,580,606)	-34.70% -34.32%
Total-Civilian	15,905,093	8,887,653	(7,017,441)		104,341,721	69,560,065	(34,781,656)	-33.33%
USN	4,040,676	2,233,674	(1,807,002)	-44.72%	26,547,064	18,119,158	(8,427,907)	-31.75%
Grand Total	19,945,769	11,121,327	(8,824,443)	-44.24%	130,888,785	87,679,222	(43,209,563)	-33.01%
% of Total Revenues	60.37%	45.54%			58.97%	48.97%		
Grand Total								
Residential	9,031,447	7,344,934	(1,686,513)	-18.67%	59,703,692	52,334,159	(7,369,534)	-12.34%
Small General-Non-Demand Small General-Demand	1,719,355	1,463,634	(255,721)	-14.87%	11,550,574 31,271,960	10,482,454	(1,068,120)	-9.25%
Large	4,596,368 7,150,676	3,242,757 4,730,172	(1,353,611) (2,420,504)	-29.45% -33.85%	48,357,236	23,916,114 35,939,621	(7,355,846) (12,417,615)	-23.52% -25.68%
Independent Power Producers	17,420	12,767	(4,654)	-26.71%	118,505	95,969	(22,536)	-19.02%
Private St. Lites	33,812	28,916	(4,896)	-14.48%	212,596	203,708	(8,888)	-4.18%
Sub-total	22,549,079	16,823,180	(5,725,899)		151,214,563	122,972,024	(28,242,539)	-18.68%
Government			/*or := :			4 000	/aac :	
Small_Non Demand	369,903	264,751	(105,152)	-28.43%	2,550,231	1,886,606	(663,625)	-26.02%
Small-Demand Large	2,339,271	1,733,876	(605,395)	-25.88% -18.58%	15,915,211 10,446,757	12,513,224	(3,401,987)	-21.38% -12.59%
Public St. Lites	1,546,013 564,143	1,258,758 444,854	(287,255) (119,290)	-18.58% -21.15%	10,446,757 3,920,316	9,131,265 3,185,041	(1,315,492) (735,275)	-12.59%
Sub-total	4,819,331	3,702,240	(1,117,091)	-23.18%	32,832,515	26,716,136	(6,116,379)	-18.63%
Total-Civilian	27,368,410	20,525,420	(6,842,990)	-25.00%	184,047,078	149,688,160	(34,358,918)	-18.67%
USN	5,672,772	3,895,565	(1,777,207)	-31.33%	37,896,961	29,369,349	(8,527,612)	-22.50%
Grand Total	33,041,182	24,420,985	(8,620,197)	-26.09%	221,944,039	179,057,509	(42,886,529)	-19.32%

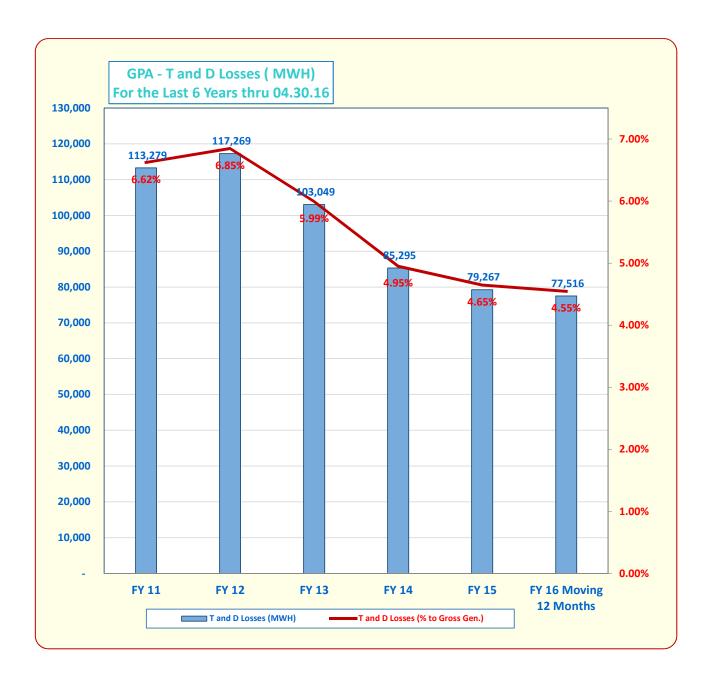
YTD REVENUES - CURRENT YEAR VS PRIOR YEAR

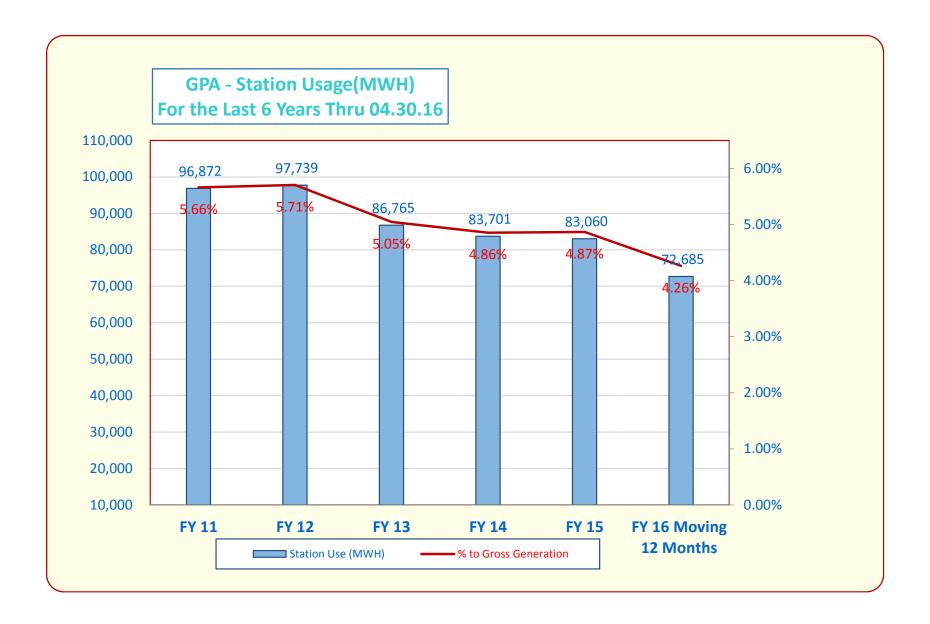
MTD REVENUES - CURRENT YEAR VS PRIOR YEAR

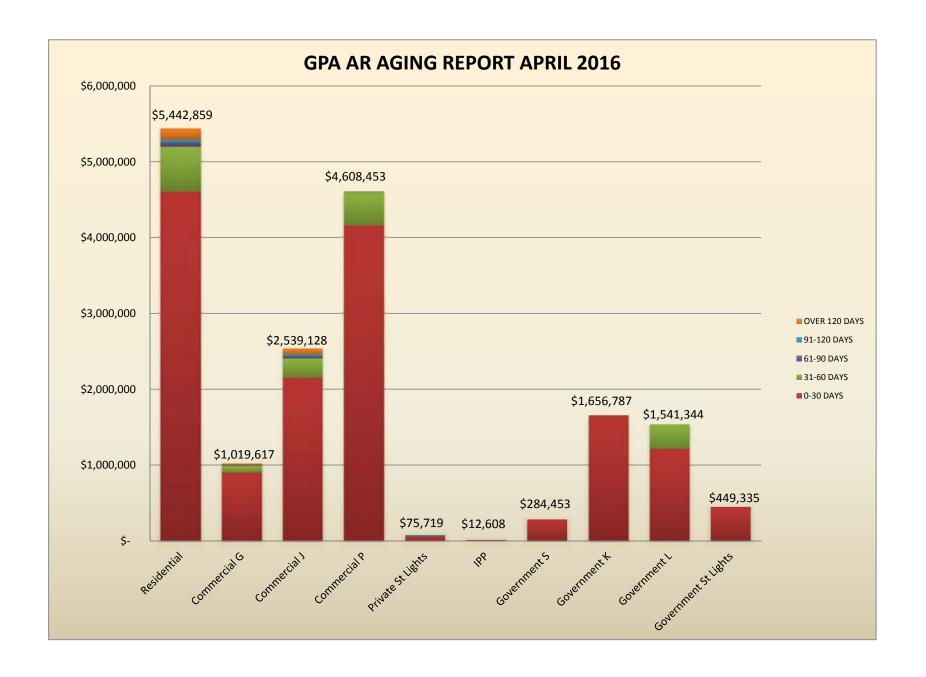
ACTUALS - 7 MONTHS ENDED APRIL 30

ACTUALS - MONTH ENDED APRIL 30

	2016	2015	VARIANCE	% VARIANCE	2016	2015	VARIANCE	% VARIANCE
KWH Registration	000 000 000	050 405 400	0.400.545	0.040/	40.005.004	07 000 007	0.000.044	0.400/
Residential Small General-Non-Demand	268,933,983 44,606,283	259,495,438 42,290,164	9,438,545 2,316,119	3.64% 5.48%	40,225,381 6,571,445	37,892,367 5,904,291	2,333,014 667,154	6.16% 11.30%
Small General-Demand	109,468,341	109,453,539	14,803	0.01%	15,697,754	13,706,434	1,991,320	14.53%
Large	177,223,765	178,638,118	(1,414,353)	-0.79%	24,539,981	28,442,004	(3,902,022)	-13.72%
Independent Power Producers	453,474	458,622	(5,148)	-1.12%	64,373	125,505	(61,132)	-48.71%
Private St. Lites	366,383	350,851	15,532	4.43%	53,670	49,642	4,029	8.12%
Sub-total	601,052,230	590,686,733	10,365,497	1.75%	87,152,604	86,120,242	1,032,362	1.20%
Government Small Non Demand	7,544,578	8,385,001	(840,423)	-10.02%	1,105,215	1,148,258	(43,042)	-3.75%
Small-Demand	53,690,348	53,849,584	(159,236)	-0.30%	7,739,650	7,797,496	(57,847)	-0.74%
Large	40,817,189	39,874,805	942,384	2.36%	5,844,996	5,630,359	214,637	3.81%
Public St. Lites	6,620,902	6,756,507	(135,605)	-2.01%	957,681	871,702	85,978	9.86%
Sub-total Total-Civilian	108,673,018	108,865,897	(192,879)	-0.18% 1.45%	15,647,542	15,447,816	199,726	1.29% 1.21%
USN	709,725,248 184,969,739	699,552,630 182,987,872	10,172,618 1,981,867	1.08%	102,800,145 26,689,524	101,568,058 26,520,010	1,232,088 169,514	0.64%
Grand Total	894,694,987	882,540,502	12,154,485	1.38%	129,489,669	128,088,068	1,401,601	1.09%
Non-Oil Yield Residential	0.096750	0.087713	0.009037	10.30%	0.095982	0.094681	0.001301	1.37%
Small General-Non-Demand	0.137414	0.132932	0.004482	3.37%	0.136113	0.148911	-0.012797	-8.59%
Small General-Demand	0.120560	0.128244	-0.007684	-5.99%	0.120005	0.203076	-0.083071	-40.91%
Large	0.104521	0.106255	-0.001734	-1.63%	0.106545	0.107457	-0.000911	-0.85%
Independent Power Producers	0.000000	0.144912	-0.144912	-100.00%	0.114602	0.104242	0.010360	9.94%
Private St. Lites	0.457073	0.473171	-0.016098	-3.40%	0.452166	0.474455	-0.022288	-4.70%
Sub-total Government	0.106629	0.104342	0.002288	2.19%	0.106542	0.120102	-0.013560	-11.29%
Small_Non Demand	0.151198	0.152587	-0.001389	-0.91%	0.152934	0.164863	-0.011929	-7.24%
Small-Demand	0.134458	0.133082	0.001375	1.03%	0.137412	0.135587	0.001825	1.35%
Large	0.126125	0.126868	-0.000743	-0.59%	0.129665	0.129979	-0.000314	-0.24%
Public St. Lites Sub-total	0.382174 0.147582	0.412063 0.149623	-0.029890	-7.25%	0.377899	0.438550	-0.060652 -0.002482	-13.83% -1.62%
Total-Civilian	0.147582	0.149623	-0.002040 0.001512	-1.36% 1.36%	0.150333 0.113208	0.152815 0.125078	-0.002482 -0.011870	-1.62% -9.49%
USN	0.060822	0.060119	0.000702	1.17%	0.062268	0.053174	0.009094	17.10%
Grand Total	0.102133	0.100758	0.001375	1.37%	0.102708	0.110190	-0.007482	-6.79%
Non Oil Poyonues								
Non-Oil Revenues Residential	26,019,326	22,761,050	3.258.276	14.32%	3.860.894	3,587,683	273,210	7.62%
Small General-Non-Demand	6,129,537	5,621,706	507,831	9.03%	894,461	879,212	15,249	1.73%
Small General-Demand	13,197,512	14,036,763	(839,251)	-5.98%	1,883,804	2,783,444	(899,640)	-32.32%
Large	18,523,654	18,981,176	(457,522)	-2.41%	2,614,621	3,056,279	(441,658)	-14.45%
Independent Power Producers	52,404	66,460	(14,055)	-21.15%	7,377	13,083	(5,706)	-43.61%
Private St. Lites Sub-total	167,464 64,089,897	166,013 61,633,168	1,451 2,456,729	0.87% 3.99%	24,268 9,285,425	23,553 10,343,254	715 (1,057,829)	3.04% -10.23%
Government	0.,000,00.	0.,000,.00	2, 100,120	0.00 /0	0,200, 120	.0,0.0,20.	(1,001,020)	.0.2070
Small_Non Demand	1,140,724	1,279,441	(138,717)	-10.84%	169,025	189,305	(20,280)	-10.71%
Small-Demand	7,219,080	7,166,423	52,657	0.73%	1,063,522	1,057,242	6,280	0.59%
Large Public St. Lites	5,148,060 2,530,335	5,058,831 2,784,108	89,229 (253,774)	1.76% -9.12%	757,889 361,906	731,828 382,285	26,062 (20,379)	3.56% -5.33%
Sub-total	16,038,199	16,288,804	(250,605)	-1.54%	2,352,343	2,360,660	(8,317)	-0.35%
Total-Civilian	80,128,096	77,921,972	2,206,124	2.83%	11,637,768	12,703,914	(1,066,146)	-8.39%
USN	11,250,192	11,001,103	249,088	2.26%	1,661,891	1,410,168	251,723	17.85%
Grand Total	91,378,287	88,923,075	2,455,212	2.76%	13,299,659	14,114,082	(814,423)	-5.77%
% of Total Revenues Oil Revenues								
Residential	26,314,833	39,187,563	(12,872,730)	-32.85%	3,484,041	4,362,738	(878,697)	-20.14%
Small General-Non-Demand	4,352,918	6,322,878	(1,969,960)	-31.16%	569,173	679,791	(110,618)	-16.27%
Small General-Demand	10,718,602	16,422,471	(5,703,870)	-34.73%	1,358,953	1,577,481	(218,528)	-13.85%
Large	17,415,967	26,700,353	(9,284,386)	-34.77%	2,115,551	3,255,058	(1,139,506)	-35.01%
Independent Power Producers Private St. Lites	43,564 36,244	61,781 52,747	(18,217) (16,503)	-29.49% -31.29%	5,390 4,649	14,184 5,715	(8,794) (1,067)	-62.00% -18.67%
Sub-total	58,882,128	88,747,794	(29,865,666)	-33.65%	7,537,756	9,894,966	(2,357,210)	-23.82%
Government								
Small_Non Demand	745,882	1,270,312	(524,430)	-41.28%	95,726	132,205	(36,479)	-27.59%
Small-Demand	5,294,144 3,983,205	8,061,920 5,894,496	(2,767,777) (1,911,291)	-34.33% -32.43%	670,354 500,869	897,765 636,604	(227,410) (135,735)	-25.33% -21.32%
Public St. Lites	654,706	1,005,271	(350,565)	-34.87%	82,948	100,363	(17,416)	-17.35%
Sub-total	10,677,937	16,231,999	(5,554,062)	-34.22%	1,349,897	1,766,936	(417,039)	-23.60%
Total-Civilian	69,560,065	104,979,793	(35,419,728)	-33.74%	8,887,653	11,661,902	(2,774,250)	-23.79%
USN Crand Tatal	18,119,158 87,679,222	25,039,706	(6,920,549)	-27.64%	2,233,674	2,448,071	(214,397)	-8.76%
Grand Total % of Total Revenues	01,019,222	130,019,499	(42,340,277)	-32.56%	11,121,327	14,109,974	(2,988,647)	-21.18%
Grand Total								
Residential	52,334,159	61,948,613	(9,614,454)	-15.52%	7,344,934	7,950,421	(605,486)	-7.62%
Small General-Non-Demand	10,482,454	11,944,584	(1,462,129)	-12.24%	1,463,634	1,559,003	(95,368)	-6.12%
Small General-Demand	23,916,114	30,459,235	(6,543,121)	-21.48%	3,242,757	4,360,925	(1,118,168)	-25.64%
Large	35,939,621	45,681,529	(9,741,909)	-21.33%	4,730,172	6,311,337	(1,581,165)	-25.05%
Independent Power Producers Private St. Lites	95,969 203,708	128,241 218,760	(32,272) (15,052)	-25.17% -6.88%	12,767 28,916	27,267 29,268	(14,500) (352)	-53.18% -1.20%
Sub-total	122,972,024	150,380,961	(27,408,937)	-18.23%	16,823,180	20,238,220	(3,415,039)	-16.87%
Government								
Small_Non Demand	1,886,606	2,549,753	(663,147)	-26.01%	264,751	321,510	(56,759)	-17.65%
Small-Demand Large	12,513,224 9,131,265	15,228,343 10,953,327	(2,715,120) (1,822,062)	-17.83% -16.63%	1,733,876 1,258,758	1,955,006 1,368,431	(221,130) (109,673)	-11.31% -8.01%
Public St. Lites	9,131,265 3,185,041	3,789,379	(604,338)	-16.63% -15.95%	1,258,758 444,854	482,649	(37,795)	-8.01% -7.83%
Sub-total	26,716,136	32,520,803	(5,804,667)	-17.85%	3,702,240	4,127,596	(425,356)	-10.31%
Total-Civilian	149,688,160	182,901,764	(33,213,604)	-18.16%	20,525,420	24,365,816	(3,840,396)	-15.76%
USN	29,369,349	36,040,809 218,942,574	(6,671,460) (39,885,064)	-18.51% -18.22%	3,895,565 24,420,985	3,858,240 28,224,056	37,326 (3,803,070)	0.97% -13.47%
Grand Total	179,057,509							







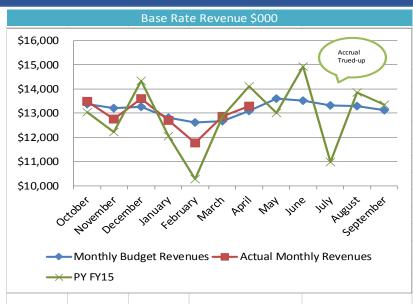
April 2016 Monthly Financial Highlight

May 24, 2016

Consolidated Commission on Utilities



April 2016 Monthly Financial Highlight



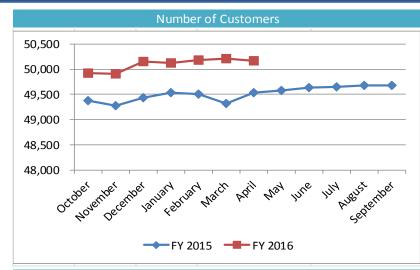
		Thro	ugh	April 30	0, 2016			
\$000	Monthly Budget Revenues	Actual Monthly Revenues	Va	riance		PY FY15	Y vs PY ariance	
October	\$ 13,377	\$ 13,481	\$	104	1	\$ 13,031	\$ 450	1
November	13,208	12,769	\$	(439)	1	12,221	\$ 548	1
December	13,270	13,617	\$	347	1	14,350	\$ (733)	↓
January	12,803	12,694	\$	(109)	Ţ	12,040	\$ 654	1
February	12,624	11,783	\$	(841)	Ţ	10,284	\$ 1,499	1
March	12,677	12,869	\$	192	1	12,882	(13)	↓
April	13,095	13,300	\$	205	1	14,114	(814)	↓
May	13,598					13,018		
June	13,521					14,926		
July	13,334					10,968		
August	13,300					13,858		
September	13,124					13,337		
Total	\$ 157,931	\$ 90,513	\$	(541)		\$ 155,029	\$ 1,591	



			agii / ipi ii 30	, ====			
gwh	Monthly Budget Sales	Actual Monthly Sales	Variance		PY FY15	CY vs PY Variance	
October	128,433	132,517	4,084	1	129,510	3,007	1
November	127,122	128,782	1,660	1	127,204	1,578	1
December	128,367	130,472	2,105	1	137,090	(6,618)	1
January	123,203	124,676	1,473	1	127,167	(2,491)	1
February	120,534	118,755	(1,779)	Ţ	108,397	10,358	1
March	121,971	129,022	7,051	1	125,084	3,938	1
April	126,108	129,490	3,382	1	128,088	1,402	1
May	130,883				132,069		
June	130,343				127,619		
July	128,705				131,931		
August	128,136				134,322		
September	126,318				131,105		
Total	1,520,123	893,715	17,977		1,539,586	\$ 11,175	

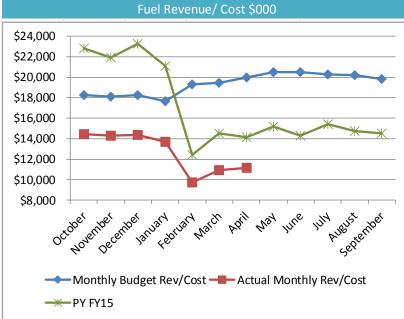


April 2016 Monthly Financial Highlight (Continued)



		Thro	ugh April 30), 2016		
	FY 2015	FY 2016	Variance			
October	49,374	49,919	545	1		
November	49,274	49,905	631	1		
December	49,440	50,155	715	1		
January	49,529	50,119	590	1		
February	49,500	50,180	680	1		
March	49,323	50,212	889	1		
April	49,533	50,162	629	1		
May	49,572					
June	49,643					
July	49,644					
August	49,677					
September	49,679					

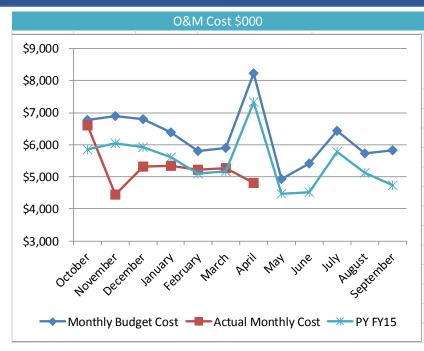
Through April 30, 2016



_		11110	agii Apili 30	5) 2010			
\$000	Monthly Budget Rev/Cost	Actual Monthly Rev/Cost	Variance		PY FY15	CY vs PY Variance	
October	\$ 18,226	\$ 14,443	\$ (3,783)	↓	\$ 22,792	\$ (8,349)	Ţ
November	18,090	14,306	\$ (3,784)	↓	21,919	\$ (7,613)	Ţ
December	18,211	14,349	\$ (3,862)	↓	23,217	\$ (8,868)	1
January	17,681	13,663	\$ (4,018)	↓	21,088	\$ (7,425)	Ţ
February	19,286	9,739	(9,547)	↓	12,400	\$ (2,661)	Ţ
March	19,449	10,924	(8,525)	↓	14,492	(3,568)	1
April	19,946	11,121	(8,825)	↓	14,110	(2,989)	Ţ
May	20,518				15,203		
June	20,454				14,271		
July	20,257				15,426		
August	20,190				14,726		
September	19,817				14,491		
Total	\$ 232,125	\$ 88,545	\$(42,344)		\$ 204,135		



April 2016 Monthly Financial Highlight (Continued)



		Thro	ugh April 30	0, 2016			
\$000	Monthly Budget Cost	Actual Monthly Cost	Variance		PY FY15	CY vs PY Variance	
October	\$ 6,762	6,605	157	1	5,853	(752)	Ţ
November	6,904	4,452	2,452	1	6,043	1,591	1
December	6,797	5,330	1,467	1	5,936	605	1
January	6,380	5,346	1,034	1	5,612	267	1
February	5,810	5,220	590	1	5,107	(113)	↓
March	5,888	5,267	621	1	5,170	(97)	↓
April	8,224	4,806	3,418	1	7,339	2,533	↓
May	4,938				4,466		
June	5,419				4,514		
July	6,442				5,773		
August	5,741				5,118		
September	5,827				4,733		
Total	\$ 75,132	\$ 37,026	\$ 9,739		\$ 65,662	\$ 4,034	

Debt service coverage (DSC)	2012	2013	2014	2015	YTD 4/30/2016
Senior lien coverage	2.13	3.36	3.07	3.18	3.21
Aggregate debt service coverage	1.35	1.88	1.92	2.30	3.21
Debt service coverage (DSC) calculation	on-IPP as O&M				
Senior lien coverage	1.29	2.16	2.17	2.12	2.38
Aggregate debt service coverage	0.82	1.21	1.36	1.53	2.38



April 2016 Monthly Financial Highlight (Continued)

Cash and Cash Equivalent & Investments (\$000)

Held by Trustee Restricted	De	c. 31, 2015	Jan	. 31, 2016	Feb	o. 29, 2016	Ma	r. 31, 2016	A	pr. 30, 2016
1999 Construction Fund	\$	2,405	\$	2,405	\$	2,405	\$	2,405	\$	2,405
2010 Construction Fund		12,783		12,783		12,783		12,664		12,032
2014 Construction Fund		61,028		60,471		60,471		59,343		59,130
2014 Capitalized Interest Fund		3,764		3,765		3,764		3,764		1,877
Principal and Interest Fund (3)		7,434		9,525		11,617		13,881		3,481
Total		87,414		88,949		91,040		92,057		78,925
Held by GPA										
Unrestricted										
Revenue Funds		13,642		19,274		3,355		13,025		3,645
Working Capital (1)		33,082		33,095		33,095		33,077		33,077
Operating Fund		2,211		4,552		2,899		5,561		3,291
Energy Sense Fund (5)		1,806		1,801		1,801		1,775		1,760
Surplus Fund ⁽²⁾		24,079		18,206		34,978		37,791		45,529
Total		74,820		76,928		76,128		91,229		87,302
Restricted										
Self Insurance Fund ⁽⁴⁾		19,227		19,227		18,472		19,504		19,504
Total Cash	\$	181,461	\$	185,104	\$	185,640	\$	202,790	\$	185,731
Investments										
Debt Service Reserve Fund	\$	48,527	\$	48,527	\$	48,531	\$	48,533	\$	48,536

Notes



⁽¹⁾ Pursuant to the bond covenant, the WCF balance requirement is 1/12 of the annual budgeted O&M expenses, Fuel and IPP costs.

The Authority is not allowed to incur any revenue funded CIPS if there is deficiency in the WCF.

⁽²⁾ The Surplus fund is used for internally funded CIP's.

⁽³⁾ GPA makes a monthly deposit of the loan amortization to the P&I fund to meet the payment on April 1 and Oct 1 each year.

⁽⁴⁾ GPA can utilize the SIF for T&D and generation losses or property losses in excess of \$200,000.

⁽⁵⁾ Fund set aside to pay for PUC approved Demand Side Management (DSM) Program expenses pursuant to PUC order dated 8/27/2015 under Docket # 13-14.

Issues for Decision

Resolution No. 2016-29:

Relative to Third Party M&V Services for GIAA

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

The project's objective is to evaluate GIAA's operation and maintenance and recommend energy conservation measures (ECMs) that will help GIAA save more energy. Also, review JCI's annual measurement and verification report for the ECMs that JCI did for GIAA.

Note: Contract is for a base contract period of one (1) year with the option to extend additional period of time but no more than 5 years.

Where is the location?

GIAA Main Terminal

How much will it cost?

It will cost \$150,365.00 for the upcoming contract year – 3rd year.

When will it be completed?

The 3rd year will be completed at the end of 2016. Base contract year and second year were completed already.

What is its funding source?

It is (100%) completely funded by GIAA.

The RFP/BID responses:

The Third Party M&V contract with EMCe was made through GPA-RFP-13-005 in 2013. Six (6) offerors submitted proposals for the RFP. EMCe and MBP were the selected to be the most qualified offerors.



CONSOLIDATED COMMISSION ON UTILITIES

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

RESOLUTION NO. 2016-29

AUTHORIZING MANAGEMENT OF GUAM POWER AUTHORITY (GPA) TO INCREASE CONTRACT AMOUNT WITH EMCE CONSULTING ENGINEERS FOR THE GUAM INTERNATIONAL AIRPORT AUTHORITY (GIAA) THIRDPARTY MEASUREMENT AND VERIFICATION (M&V) SERVICES

WHEREAS, the Guam International Airport Authority (GIAA), Johnson Controls, Inc. (JCI) and the Guam Power Authority (GPA) entered into an Amended Performance Contract dated May 9, 2012 for the installation of energy efficiency and conservation improvement measures at the A.B. Won Pat International Airport; and

WHEREAS, under the Amended Performance Contract, JCI shall perform the scope of work for the energy efficiency and conservation improvement measures and GPA shall provide third-party Measurement and Verification (M&V) services; and

WHEREAS, under the Amended Performance Contract, payment for the work done by JCI and GPA for this project shall be the responsibility of GIAA; and

WHEREAS, GPA contracted EMCE on October 21, 2013 to provide third-party M&V services for a base contract of one year for \$173,175.00; and

WHEREAS, upon mutual agreement, the contract may be extended for additional periods of time but for not more than five years (5); and

WHEREAS, the contract had already been extended for additional one (1) year for an additional \$150,365.00 which increased the total contract cost to \$323,540.00; and

Page 1 of 4 CCU Resolution No. 2016-xx

services and desire to amend the contract w	mutually agree to support the continued M&V ith EMCE to extend the services for another 50,365.00, which will increase the total contract orization.
NOW, THEREFORE BE IT RESO Utilities as follows:	DLVED, by the Consolidated Commission on
contract with EMCE to extend the cont	er Authority is authorized to amend the existing ract period for an another year (third year) and 76,905.00, for the Guam International Airport Verification Services.
RESOLVED , that the Chairman certifice this Resolution.	es and the Secretary attests to the adoption of
DULY AND REGULARLY ADOPTE	D this 24 th day of May, 2016.
DULY AND REGULARLY ADOPTED Certified by:	D this 24 th day of May, 2016. Attested by:
Certified by: JOSEPH T. DUENAS	Attested by: J. GEORGE BAMBA
Certified by:	Attested by:
Certified by: JOSEPH T. DUENAS Chairperson	J. GEORGE BAMBA Secretary
Certified by: JOSEPH T. DUENAS Chairperson	J. GEORGE BAMBA Secretary

Page **2** of **4** CCU Resolution No. 2016-xx

1	
2	SECRETARY'S CERTIFICATE
3	
4	I, J. George Bamba, Secretary for the Consolidated Commission on Utilities do hereby
5	certify that the foregoing is a full, true, and correct copy of the resolution duly adopted at a
6	regular meeting of the members of Guam's Consolidated Commission on Utilities, duly and
7	legally held at the meeting place thereof on May 24, 2016, at which meeting of all said members
8	had due notice and at which at least a majority thereof were present, and
9	
10	At said meeting said resolution was adopted by the following vote:
11	
12	Ayes:
13	Nays:
14	Absent:
15	Abstain:
16	
17	As of the date of this certification, said original resolution has not been amended,
18	modified, or rescinded since the date of its adoption, and the same is now in full force and effect.
19	
20	SO CERTIFIED this 24 th day of May 2016.
21	
22	
23	
24	J. GEORGE BAMBA
25	Secretary
26	Consolidated Commission on Utilities
27	
28	
29	
30	
31	
32	

Page **3** of **4** CCU Resolution No. 2016-xx

1 EXHIBIT A





AB WON PAT INTERNATIONAL AIRPORT GUAM

Independent Measurement and Verification Report for 2015-16 (Year 3)

April 20, 2016

SUMMARY OF PROPOSAL

This document is intended to outline the scope of services including report components, schedule, and billing submittals for the follow on work at the AB WON PAT INTERNATIONAL AIRPORT GUAM. This report is the 3rd of its nature and is intended to be performed in a congruent fashion as earlier reports prepared related to this scope of work. The remainder of this document is broken out as follows:

Executive Summary of Report Report Description and Contents Schedule of Activities Payment Schedule Fee Proposal Amount Scope of Services

Executive Summary

EMCE/B&A will provide a summary of the report in a one-page summary of the Report.

Report Description and Contents

Much like the two prior reports, a report will be issued outlining independent measurement and verification of savings following the guaranteed energy savings agreement implemented by Johnson Controls. This report will outline;

- Terms and references
- General introductions
- Utility Assessment
- Analysis of the Lighting systems
- Motor replacements
- Chiller plant including;
 - o Efficiency and operations summary
- Air handling Units including:
 - o Load, inspection and trend analysis
- VAV System Assessment for multiple VAV systems
- Control System Assessment
- Assessment of Demand Controlled Ventilation
- General Conclusions

Schedule of Activities

The following table provides an outline of the schedule of major activities associated with the above reference project.

Month	Activities
April-May, 2016	Review of previous work, submittal of all new utility data, analysis of data and other general activities. Completion of submittal list and tracking.
June- July, 2016	Same general activities. Make all necessary arrangements for on island activities.
August, 2016	General engineering and review as necessary.
September, 2016	General engineering and review as necessary.
October, 2016	Generate Draft Report
November, 2016	Review and finalize report
December, 2016	EMCE/B&A to deliver final report to necessary parties

Payment Schedule

May - 25%

June – 25%

July - 15%

August – 15%

September – 5%

October – 5%

November - 5%

December – 5%

Fee Proposal Amount

Grand Total = \$150,365.00 (Refer to Attachment 1 for Breakdown)

Above pricing only includes travel for one trip to Guam, the analyzing Engineer and/or relevant staff required to perform the aforementioned on-site observations.

Scope of Services

Attached is the scope of services with respect to the above referenced project is outlined on the following page.

Scope of Services

Project Name:

GAA -- 2016 Follow On Measurement and Verification Support

Inis occument provides specific scope of work for this project. Any and all work outside this scope are NV I included in any or the pricing provided nettin. This proposal DOES NOT include additional review of savings submitted that were not covered in the final report referenced herein.

	4	EMCE/Third Party - Project Scoping Document	
Project Proces s	x s		Requirements needed for Scope of Services
Number	Process Name	Overall Scope of Work Required	
		This scope of services is to specifically provide the following:	
		On site independent field inspection	Provision of control operator capable of setting up and delivering all necessary trend data for air
		2. On site documentation of control settings	handiers, outside air damper position, wattage for motors and chitlers, and test data for chitler performance asts (GPAGIAA must provide adequate access and conflor sail on still en inspection activity. Provision of all necessary written reports or written modifications to avail all settinos that
~	On Site Scope of Sewices (Ongoing M & V)	 On site collection of all control trend data for chillers, air handlers, vav units, and all other systems for analysis 	
		4. On site collection of utility data or other data necessary for evaluation	provided for this work effort. The parties agree and reserve the right to select actual date and time for the dependant on other work or commitments. ANV DATA PROVIDED BY VICINIST FOR ANY POTATA AND AND AND AND AND AND AND AND AND AN
		 On site work must be completed no later than May 2016 for this project and payment schedule. Failure to accommodate this schedule will result in additional costs. Unless otherwise agreed to by all parties. 	TAYALDEED IN OLLUS WHERE DAYALASIS, ANT DAWAI WHERE RIMENGINEERING MUSI RECOMPILE TREND DATA SUPPLIED IS NOT INCLUDED IN THIS SCOPE OF SERVICES.
41 4	Data Scrubbing and Clean up		Data provided by JCI that is non-compliant to 1 above request where additional data in table or other formats must be manipulated to perform analysis.
74	Utility Analysis	The report will provide a summary of utility savings (energy units only) and compare to final M & V report covering the year following the 2015 follow on report period (2015 full year analysis with partial 2016).	Provision of all monthly utility data and data must be in interval form. Lata must be provided in a timelyfashion and must include all 15 minute readings for electric. Any and all other utility data must be provided if it is to be included in any assessment.
т	Analysis	Update necessary analysis using appropriate data and tools.	Any and all modifications to scope will required additional work and effort.
4	Report	The analysis will provide the following: Utility anaysis Field Inspection	This scope excludes any review or modification not specifically stated in the scope of services herein.
		The following are included in this scope of services: 1. This will include a one (1) one hour (1 hr) conference call after submittal of the draft report. This call will be scheduled within thirty (30) business days after the submittal date of the draft report. This conference call will provide background related to the assessment and calculations.	
ις.	Review and Communication	2. Any and all comments or requests for revisions must be received no later than ten (10) business days after the conference call in item 1 above. EMCE and appropriate parties will make appropriate revisions but reserves the right to keep all information and detail in the report where any revision would affect the overall professional engineering opinion. Revisions of language, sentiance structure, or other wordsmithing will generally be disregarded if not necessary to reflect the intent of the report findings. 3. Any and all final comments must be recived no later than ten (10) business days after the conference call in time 1 above. The parties will review and revise as necessary and submit final report within fifteen (15) business days of reciept of the comments.	Excludes any and all review or workshops with JCI. B&A is submitting to EMCE under this scope of work and B&A or its affiliates is not responsible for any other entity or party herein. Excludes additional support or review. This scope provides services where responses are timely. Untimely responses will result in additional work requirements.
φ	On Island Working/travel to and from Guam	This scope is specific to one (1) on island trip for data collection only. This scope does not provide for any additional support or expenses. Hours included here are not for the on site data collection but for the travel time to location.	All other expenses or additional support are specifically excluded.

Onsite Scope of Service	S		\$31,216
	Approved Hours	Rate	Subtotal
Project Manager	16	\$186	\$2,976
Project Executive	40	\$239	\$9,560
MV Engineer	56	\$186	\$10,416
Electrical Engineer	40	\$145	\$5,800
Mechanical Engineer	16	\$154	\$2,464
Data Scrubbing & Clean	-up		\$10,840
	Approved Hours	Rate	Subtotal
Project Manager	8	\$186	\$1,488
Project Executive	8	\$239	\$1,912
MV Engineer	40	\$186	\$7,440
Electrical Engineer	0	\$145	\$0
Mechanical Engineer	0	\$154	\$0
Jtility Analysis			\$26,432
	Approved Hours	Rate	Subtotal
Project Manager	16	\$186	\$2,976
Project Executive	16	\$239	\$3,824
MV Engineer	96	\$186	\$17,856
Electrical Engineer	8	\$145	\$1,160
Mechanical Engineer	4	\$154	\$616
Analysis			\$27,280
	Approved Hours	Rate	Subtotal
Project Manager	20	\$186	\$3,720
Project Executive	32	\$239	\$7,648
MV Engineer	76	\$186	\$14,136
Electrical Engineer	8	\$145	\$1,160
Mechanical Engineer	4	\$154	\$616
Report			\$27,280
	Approved Hours	Rate	Subtotal
Project Manager	20	\$186	\$3,720
Project Executive	32	\$239	\$7,648
MV Engineer	76	\$186	\$14,136
Electrical Engineer	8	\$145	\$1,160
Mechanical Engineer	4	\$154	\$616
Review and Communica	tion		\$14,254
	Approved Hours	Rate	Subtotal
Project Manager	16	\$186	\$2,976
Project Executive	10	\$239	\$2,390
MV Engineer	32	\$186	\$5,952
Electrical Engineer	16	\$145	\$2,320
Mechanical Engineer	4	\$154	\$616
MISC EXPENSES			\$12.062
Project Executive			\$13,063
MV Engineer			\$12,002
iviv cugineer			\$13,063

TOTALS		With Travel Exp
Project Manager	96	\$17,856.00
Project Executive	138	\$32,982.00
MV Engineer	376	\$82,999.00
Electrical Engineer	80	\$11,600.00
Mechanical Engineer	32	\$4,928.00

\$150,365.00



Issues for Decision

Resolution No. 2016-30:

Project Name: Property Insurance

Project Description:

- Policy Coverage: \$300,000,000 to \$400,000,000/Occurrence Blanket Limit, subject to limits and deductible.
- Time Frame: November 1, 2016 to November 1, 2019, renewed annually or fixed for three years with two options to renew for an additional one-year period.
- Cost-Benefit Analysis: Exact cost-benefit analysis is difficult within this type of cost. However, the potential for loss to GPA, such as the property loss incident at the Cabras 3&4 power plant, for example, could be in the hundreds of millions of dollars. Purchasing insurance with a limit of \$300,000,000 to \$400,000,000 seems reasonable for GPA's purposes.
- Review of Alternates: The only viable alternate to shifting this risk to an insurance company is to bear this risk at the utility.
- General Manager Prioritization: The GPA General Manager has determined that this procurement maintains a sufficient prioritization among other utility priorities so as to warrant funding of this procurement.

Project Cost:

• Not Yet Available. Over the last five (5) policy years, the premium averaged approximately \$5.4 million. After the August 31, 2015

property loss incident at the Cabras 3&4 power plant, the premium increased to \$6,662,309.



CONSOLIDATED COMMISSION ON UTILITIES

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

1 2

GUAM CONSOLIDATED COMMISSION ON UTILITIES RESOLUTION NO. 2016-30

RELATIVE TO THE AUTHORIZATION TO PETITION THE PUBLIC UTILITIES COMMISSION FOR AUTHORIZATION TO BEGIN PROCUREMENT FOR PROPERTY INSURANCE FOR THE GUAM POWER AUTHORITY

WHEREAS, the Consolidated Commission on Utilities has determined that it is a prudent and reasonable business practice to maintain insurance coverage on GPA's assets to the extent practical; and

WHEREAS, the Guam Power Authority's bond indenture agreement requires GPA to "secure and maintain property insurance on all facilities constituting the System against risks of loss or damage...to the extent that such insurance is obtainable at reasonable cost"; and

WHEREAS, the indenture further requires GPA to carry insurance "of a scope and nature as that usually carried in the industry"; and

WHEREAS, GPA's current property insurance policy including boiler and machinery coverage and terrorism coverage is expiring on November 1, 2016 and a re-bidding of the policies is required under Guam procurement regulations; and

WHEREAS, the contract review protocol established by the Public Utilities Commission requires that all contracts in excess of \$1.5 million be authorized by the PUC in advance of the procurement;

WHEREAS, GPA's current property insurance costs exceed \$6.6 million and this procurement will undoubtedly exceed the PUC contract review threshold; and

1	WHEREAS, GPA desires to	issue its insurance bid as soon as possible in order to
2	allow sufficient time for insurance vendors t	to prepare their bids; and
3		
4	NOW THEREFORE, BE I	T RESOLVED by the Consolidated Commission on
5	Utilities, as the governing body of the Guarr	Power Authority, as follows:
6		
7	1. The GPA General Manager is a	authorized to submit the draft Invitation for Bids for
8	property insurance coverage to	include boiler and machinery coverage and terrorism
9	coverage to the Public Utilities (Commission for their approval in accordance with the
10	contract review protocol.	
11	2. The GPA General Manager is	authorized to make minor modifications to the bid
12	documents in order to finalize the	he document for procurement, however, any material
13	modification to the bid documer	ats will require additional approval from the CCU.
14	3. Final approval from the Cons	solidated Commission on Utilities and the Public
15	Utilities Commission is required	before a property insurance contract is authorized.
16		
17	RESOLVED, that the Chairman cer	tifies and the Secretary attests to the adoption of this
18	Resolution.	
19		
20	DULY AND REGULARLY ADO	OPTED AND APPROVED THIS 24th DAY OF
21	MAY 2016.	
22		
23	Certified by:	Attested by:
24		
25		
26		
27	JOSEPH T. DUENAS	J. GEORGE BAMBA
28	Chairperson	Secretary
29	Consolidated Commission on Utilities	Consolidated Commission on Utilities
30		
31		
32		
33		
34		

1	SECRETARY'S CERTIFICATE
2	
3	I, J. George Bamba, Secretary for the CCU do hereby certify that the foregoing is
4	a full, true, and correct copy of the resolution duly adopted at a regular meeting of the
5	members of Guam's CCU, duly and legally held at the meeting place thereof on May 26,
6	2016 at which meeting of all said members had due notice and at which at least a majority
7	thereof were present, and
8	
9	At said meeting said resolution was adopted by the following vote:
10	
11	Ayes:
12	Nays:
13	Absent:
14	Abstain:
15	
16	As of the date of this certification, said original resolution has not been amended,
17	modified, or rescinded since the date of its adoption, and the same is now in full force and effect.
18	
19	SO CERTIFIED this 24th day of May, 2016
20	
21	
22	
23	J. GEORGE BAMBA
24	Secretary
25	Consolidated Commission on Utilities
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Issues for Decision

Resolution No. 2016-31

Relative to Authorizing the Guam Power Authority (GPA) To Continue With the Conversion and Installation of Energy Efficient Light Emitting Diode (LED) Streetlights

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

The Conversion of High Pressure Sodium (HPS) Streetlights to Light Emitting Diode (LED) Streetlights will convert remaining 10,133 HPS streetlights island wide from HPS to LED. The installation work will be performed in-house by T&D personnel.

The implementation of an LED Streetlight Replacement program will save on fuel expenses by nearly \$1 million annually and reduce annual maintenance costs by approximately \$400,000.

Where is at?

Island Wide

How much will it Cost?

The total estimated project cost is \$2.79 million. To date, GPA has completed conversion of 4,886 streetlights from HPS to LED streetlights (1,026 ARRA and 3,860 T&D). The cost to convert the remaining streetlights is:

	REMAINING CONVERSION										
	Total Streetlight Count Less ARRA Installations and T&D Installations										
	GPA In-House										
ItemDescriptionQtyMaterial Material CostInstallation UnitInstallation Cost											
1	150HPS Equivalent	\$488,353.54	\$2,494,973.54								
2 250HPS 1,012 \$240.00 Equivalent				\$242,880.00	\$53.54	\$54,184.17	\$297,064.17				
Total: 10,133				\$2,249,500.00		\$542,537.71	\$2,792,037.71				
			Contra	ctor Cost (labor/e	quipment)						
Item	Description	Qty	Material	Material Cost	Installation	Installation	Cost				
		,	Unit		Unit	Cost					
1	150HPS	\$1,824,200.00	\$3,830,820.00								
	1 150HPS 9,121 \$220.00 \$2,006,620.00 \$200 \$1,824,200.00 \$3,830,820.00 \$200 \$1,824,200.00 \$3,830,820.00 \$1,824,200.00 \$										
2	250HPS	1,012	\$240.00	\$242,880.00	\$200	\$202,400.00	\$445,280.00				
	Equivalent										
	Total:	10,133		\$2,249,500.00		\$2,026,600.00	\$4,276,100.00				

GPA anticipates converting another 1,400 HPS streetlights to LED by the end of Fiscal Year 2016.

If GPA were to issue a contract for the replacement/installation of the streetlights, labor and equipment costs are projected to increase from \$542.5K to \$2M. ARRA streetlights were installed at \$200/unit (labor and vehicular equipment only).

What is its funding Source?

General Plant CIP Budget

When will it be completed?

Estimated completion scheduled on September 2018.



CONSOLIDATED COMMISSION ON UTILITIES

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

Resolution No. 2016-31

RESOLUTION AUTHORIZING THE GUAM POWER AUTHORITY (GPA) TO CONTINUE AND COMPLETE THE CONVERSION AND INSTALLATION OF ENERGY EFFICIENT LED STREETLIGHTS

WHEREAS, GPA is responsible for the installation and maintenance of streetlights on GPA power poles along public rights-of-way; and

WHEREAS, GPA has installed and maintains 16,862 streetlights which provide illumination of the roadways, vehicles, and pedestrians at night and to safeguard and facilitate vehicular and pedestrian traffic; and

WHEREAS, GPA seeks to become more energy efficient and reduce operating and maintenance costs by upgrading the technology of existing streetlights from high pressure sodium (HPS) to light emitting diode (LED) streetlights; and

WHEREAS, implementation of an LED Streetlight Replacement program will save on fuel expenses by nearly \$1 million annually and reduce annual maintenance costs by approximately \$400,000; and

WHEREAS, GPA has converted to date 4,886 each total HPS to LED lights; and

WHEREAS, GPA anticipates to convert another 1,400 HPS streetlights to LED by the end of FY2016; and

WHEREAS, GPA has an existing indefinite quantity contract with JMI Edison for the supply of 150W and 250W equivalent LED luminaires; and

WHEREAS, the Consolidated Commission on Utilities (CCU) has authorized the Guam Power Authority to proceed with the conversion and installation of energy efficient LED streetlights for the GPA power system under CCU Resolution No. 2015-05 for FY 2015; and

WHEREAS, the CCU has authorized GPA to procure LED luminaires for FY2016 in an amount not to exceed \$500,000 under CCU Resolution No. 2016-21; and

1	WHE	REAS, GPA is seeking appro	oval from the Consolidated Commission or				
2	Utilities to s	upport the completion of the L	ED Streetlight Replacement program for the				
3	change out of	the remaining HPS streetlights t	be completed in Fiscal Year 2017; and				
4	WHE	REAS, GPA will replace the rea	naining approximately 10,130 HPS streetlights				
5	to LED street	tlights for a total project cost of	\$2,792,100, which is comprised of \$2,249,500				
6	in materials c	ost and approximately \$542,500	in GPA in-house labor and equipment costs.				
7							
8	NOW	, THEREFORE, BE IT RESO	DLVED , by the Consolidated Commission or				
9	Utilities as fo	llows:					
10							
11	1.	GPA's request to continue	the implementation of the LED Streetlight				
12		Replacement program is reason	nable, prudent, and necessary to reduce costs				
13		and improve operations and	maintenance of the GPA Transmission &				
14		Distribution system to be funde	d under the General CIP Budget.				
15	2.	The General Manager of GPA	is authorized to seek PUC approval for the				
16		LED Streetlight Conversion Pr	rogram, which will replace all remaining HPS				
17		streetlights to LED.					
18	3. The General Manager of the Guam Power Authority is authorized subsequen						
19		to PUC approval to proceed	with the completion of the LED Streetlight				
20		Replacement program, which i	nvolves the procurement and installation of ar				
21		additional 10,133 streetlights at	a projected cost of \$2,792,100.				
22							
23	RESC	DLVED , that the Chairman of the	e Commission certifies and the Secretary of the				
24	Commission	attests the adoption of this Resolu	ition.				
25							
26	DUL	Y and REGULARLY ADOPTE	D this 24th day of May, 2016.				
27 28 29 30 31	Certified by:		Attested By:				
32 33 34 35 36	JOSEPH T. D Chairman	DUENAS	J. GEORGE BAMBA CCU Board Secretary				

Τ	
2	SECRETARY'S CERTIFICATE
3	
4	I, J. George Bamba, Secretary for the Consolidated Commission on Utilities do
5	hereby certify that the foregoing is a full, true, and correct copy of the resolution duly
6	adopted at a regular meeting of the members of Guam's Consolidated Commission on
7	Utilities, duly and legally held at the meeting place thereof on May 24, 2016 at which
8	meeting of all said members had due notice and at which at least a majority thereof were
9	present, and
10	
11	At said meeting said resolution was adopted by the following vote:
12	•
13	Ayes:
14	NT.
15	Nays:
16	Absent:
17 18	Ausent.
19	Abstain:
20	Austain.
21	As of the date of this certification, said original resolution has not been amended,
22	modified, or rescinded since the date of its adoption, and the same is now in full force and
23	effect.
24	
25	SO CERTIFIED this 24 th day of May, 2016.
26	and the same of th
27	
28	
29	
30	J. GEORGE BAMBA
31	Secretary
32	Consolidated Commission on Utilities

LED Streetlight Replacement Program Benefit Cost Analysis Starting October 1, 2016

Assumptions

Average Run Time Per Day(Hours)	12
Interest Rate	7.00%
Cost Per kWh (Dollars) LEAC Rate as of 5/10/216	\$ 0.0866
Useful Life (years)	12
HPS Street light Failure Rate	27%
150W HPS kWh/Year (180W X 12hrs X 9827 X 365) / 1000	7,190,996
250W HPS kWh/Year (290W X 12hrs X 1153 X 365) / 1000	1,285,442
HPS kWh usage per Year	8,476,439

LED Total Cost and kW Load

Description	# of Units	Wattage	Installation Cost	Unit Cost	Total Cost	Total kW
150W HPS Replacement LED	9121	80	\$ 53.54	\$ 220.00	\$ 2,494,973.54	729.68
250W HPS Replacement LED	1012	119	\$ 53.54	\$ 240.00	\$ 297,064.17	120.43
	10133			TOTAL Project cost	\$ 2,792,037.71	850.11
					H Usage per Year	3,723,473
	kWH S	avings Per Year	4,752,966			

YEAR	ENERGY SAVINGS (@ \$0.0866/kWh)	MAINTENANCE SAVINGS	Total annual benefits	Annual Benefit Flow	Cumulative Benefit Flow	Payback in Years
0				\$ (2,792,037.71)	\$ (2,792,037.71)	-
1	\$ 411,668.62	\$ 274,572.69	\$ 686,241.31	686,241.31	(2,105,796.39)	5.07
2	\$ 411,668.62	\$ 274,572.69	\$ 686,241.31	686,241.31	(1,419,555.08)	5.07
3	\$ 411,668.62	\$ 274,572.69	\$ 686,241.31	686,241.31	(733,313.77)	5.07
4	\$ 411,668.62	\$ 274,572.69	\$ 686,241.31	686,241.31	(47,072.45)	5.07
5	\$ 411,668.62	\$ 274,572.69	\$ 686,241.31	686,241.31	639,168.86	5.07
6	\$ 411,668.62	\$ 274,572.69	\$ 686,241.31	686,241.31	1,325,410.17	5.07
7	\$ 411,668.62	\$ 274,572.69	\$ 686,241.31	686,241.31	2,011,651.49	5.07
8	\$ 411,668.62	\$ 274,572.69	\$ 686,241.31	686,241.31	2,697,892.80	5.07
9	\$ 411,668.62	\$ 274,572.69	\$ 686,241.31	686,241.31	3,384,134.11	5.07
10	\$ 411,668.62	\$ 274,572.69	\$ 686,241.31	686,241.31	4,070,375.43	5.07
11	\$ 411,668.62	\$ 274,572.69	\$ 686,241.31	686,241.31	4,756,616.74	5.07
12	\$ 411,668.62	\$ 274,572.69	\$ 686,241.31	686,241.31	5,442,858.05	5.07

Benefit Cost Ratio (Net Present Value of 1.95
Cumulative Annual Benefits / Initial Cost)

Issues for Decision

Resolution No. 2016-32:

Relative to <u>Authorizing Reallocation of Bond Funds for Dededo CT Return to Service</u> Project As Approved by the PUC

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

The PUC has approved the reallocation of 1999 and 2010 bond funds in the amount of \$6.36M subject to the CCU ratifying this amount. GPA inadvertently stated conflicting amounts in its previous filing.

Where is it at?

Dededo CT Plant.

How much will it cost?

\$6.36M is needed to be reallocated from 1999 and 2010 bond funds instead of the \$6.032M stipulated in GPA's previous filing. PUC approved \$6.36M subject to CCU's approval.

When will it be completed?

TEMES is currently fine tuning the project schedule; however, initial schedules project a completion date by December 2016.

What is its funding source?

1999, 2010, 2014 revenue bond funds.

The RFP/BID responses:

Not applicable.



CONSOLIDATED COMMISSION ON UTILITIES

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

Resolution No. 2016-32

Relative to Authorizing GPA Reallocation of Bonds Funds for Dededo CT Return to Service Project As Approved by the PUC

WHEREAS, the Dededo Combustion Turbine (DCT) Units 1 and 2 have not been operational since the generators failed in 2010 and 2004 respectively; and

WHEREAS, the IWPS is at a vulnerable state, lacking adequate generation reserve capacity to support the outage of a large generation unit; and

WHEREAS, the Dededo CT plant upon its rehabilitation will be used to support peak loads and base load unit outages; and

WHEREAS, the United States Air Force funded and constructed an underground transmission line to directly tie in the Dededo CT plant to the Andersen Air Force base substation to provide improved reliability; and

WHEREAS, GPA has issued a Performance Management Contract with TEMES for the rehabilitation and improved operations of GPA's combustion turbines; and

WHEREAS, GPA has identified \$6.36M from 1999 and 2010 bond funds available for the Dededo CT Return to Service project as shown on Exhibit A; and

WHEREAS, the Consolidated Commission on Utilities fully supports GPA's efforts in the recovery of the Dededo CT plant.

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

- 1. After careful review of the attached documents, the Consolidated Commission on Utilities finds the Dededo CT Return to Service project to be reasonable, prudent and necessary for the use of bond funds.
- 2. The General Manager of GPA is hereby authorized the reallocation of \$6.36M of 1999 and 2010 series bond funds for the Dededo CT Return to Service project as approved by the PUC.

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

DULY and REGULARLY A	DOPTED AND APPROVED THIS 24th DAY
OF MAY, 2016.	
Certified by:	Attested By:
JOSEPH T. DUENAS CHAIRMAN	J. GEORGE BAMBA SECRETARY
Date:	Date:

SECRETARY'S CERTIFICATE

I, **J. George Bamba** Secretary, Consolidated Commission on Utilities hereby certifies as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the members of Guam's Consolidated Commission on Utilities, duly and legally held at the meeting place thereof on May 24, 2016, at which meeting all of said members had due notice and at which at least a majority thereof were present;

said members had due notice and at which at least a majority thereof were present;
At said meeting said resolution was adopted by the following vote:
Ayes:
Nays:
Absent:
Said original resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.
SO CERTIFIED this 24 th day of May 2016.
J. George Bamba Secretary, Consolidated Commission on Utilities

EXHIBIT A

BOND FUND REALLOCATION FOR DEDEDO CT RETURN TO SERVICE

				Available					
				Funds/					
			Funding	Approved	Latest Eng'g	C	Commitment	1	Transfer to
	Project Name	Status	Source	Budget	Estimate to Date		to Date		ededo CT
1	1999 Construction Bond Fund	Excess	1999	\$ 1,200,000				\$	1,200,000
2	Underground Fuel Pipeline Conversion	On-Hold	2010	\$ 2,150,000	\$ 2,150,000	\$	156,000	\$	1,994,000
3	P003 Underground Extension to Port Authority	Completed	2010	\$ 4,775,650	\$ 4,775,650	\$	2,613,297	\$	691,000
4	Cabras 1&2 CIPs	Construction	2010	\$ 8,094,000	\$ 8,041,000	\$	6,614,000	\$	1,427,000
5	Cabras 3&4 CIPs	Completed	2010	\$ 8,690,000	\$ 8,503,000	\$	7,455,000	\$	1,048,000

Total Transfer Available for Dededo CT Return to Service \$ 6,360,000



Issues for Decision

Resolution No. 2016-33:

Relative to Authorizing the GPA to Acquire Chamorro Land Trust Commission Property for Energy Storage Facility

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

GPA has entered a 25 year contract with NRG for solar production at Dandan, Talofofo. The energy produced by the solar farm has been intermittent due to cloud cover dependent on the weather. This has caused power frequency and demand issues, which online generators have to compensate. The installation of an energy storage facility is required to ease the burden on existing generators/power plants. The ideal location for the energy storage is near the vicinity of the solar farm. In this case, the Talofofo Substation is a prime location. The CLTC owns property adjacent to the Talofofo Substation.

GPA will soon be advertising the bid for the Energy Storage System, which requires GPA to identify the location of the energy storage system related strictly for renewable integration mitigation.

Where is at?

Property adjacent to the Talofofo Substation.

How much will it Cost?

GPA anticipates negotiating for the fair market value of the property, which is approximately 0.52 acres.

What is its funding Source?

General Plant CIP Budget

When will it be completed?

Acquisition of property via legislation should be completed within the next 3 to 4 months.



CONSOLIDATED COMMISSION ON UTILITIES

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

Resolution No. 2016-33

Relative to Authorizing GPA to Acquire Chamorro Land Trust Commission Property for Energy Storage Facility

2.4

WHEREAS, the Guam Power Authority (GPA) and NRG Energy, Inc. has entered into a 25 year agreement for the operations of a solar energy production located in Dandan, Talofofo; and

WHEREAS, the solar energy production has shown varying degrees of intermittency associated with cloud cover; and

WHEREAS, GPA has determined that an Energy Storage facility is required to mitigate issues caused by the intermittency of the solar energy production; and

WHEREAS, GPA has identified property owned by the Chamorro Land Trust Commission (CLTC) best suited for an Energy Storage facility, which will facilitate renewable integration into the islandwide power system (IWPS); and

WHEREAS, GPA has been working with the staff of the CLTC to secure land adjacent to the existing Talofofo Substation and Power Plant; and

WHEREAS, the CLTC, having agreed that GPA's request for additional land for the required infrastructure development serves the public's interest, is working with their board to support GPA's request; and

WHEREAS, the CLTC has approved the Right of Entry as an interim measure to allow GPA access to the property to conduct required studies, surveys and necessary actions to begin the design for the required Energy Storage facility; and

WHEREAS, the CLTC, GPA, and the Office of Senator Tom Ada are developing draft legislation to acquire the property which will require fair and reasonable compensation for the acquired property; and

WHEREAS, the Consolidated Commission on Utilities fully supports GPA's efforts in constructing an Energy Storage facility to facilitate renewable integration into the IWPS.

1	NOW, THEREFORE, BE IT RESC	DLVED , by the Consolidated Commission
2	on Utilities subject to the review and appropriate or a subject to the review and a	roval, if required, of the Public Utilities
3	Commission as follows:	
4	1. The General Manager of GPA	is hereby authorized to develop legislation
5	along with the CLTC and the	Office of Senator Tom Ada to transfer to
6	Guam Power Authority a portion	on of Lot No. 421-R26 (Proposed Lot 421-
7	77), Municipality of Talofofo	with an approximate area of 2100± square
8	meters from the Chamorro I	and Trust Inventory for the purpose of
9	erecting an energy storage	Pacility to mitigate the intermittency of
10	renewable power production.	
11	2. The General Manager of GP.	A is hereby authorized to negotiate with
12	CLTC for the fair market value	of the property to be acquired.
13		
14	RESOLVED, that the Chairman of the	Commission certifies and the Secretary of
15	the Commission attests the adoption of this Re	solution.
16		
17	DULY and REGULARLY ADOPT	ED AND APPROVED THIS 24th DAY
18	OF MAY, 2016.	
19 20 21 22	Certified by:	Attested By:
	JOSEPH T. DUENAS CHAIRMAN	J. GEORGE BAMBA SECRETARY
	Date:	Date:

SECRETARY'S CERTIFICATE

I, **J. George Bamba** Secretary, Consolidated Commission on Utilities hereby certifies as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the members of Guam's Consolidated Commission on Utilities, duly and legally held at the meeting place thereof on May 24, 2016, at which meeting all of said members had due notice and at which at least a majority thereof were present;

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

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

SO CERTIFIED this 24th day of May 2016.

J. George Bamba

Secretary, Consolidated Commission on Utilities



Issues for Decision

Resolution No. 2016-34:

Relative to Authorizing Management to Petition the Guam Public Utilities Commission for No Change in the LEAC

What is the project's objective and is it necessary and urgent? GPA is allowed to recover its fuel costs and fuel related costs under a factor which is reset and trued up every six (6) months through the LEAC. The worldwide cost of fuel had been declining over the last year, nearly a 53% decline in the avg monthly settlement prices during FY'2015 and additional 21% declining thus far in FY'2016. The market price of fuel in the initial filling for the current period was projected to be \$46.19/bbl for the (6) six-month period ending July 31, 2016, the current projection for the same period is \$37.82/bbl and the projected price of fuel for the period ending January 31, 2017 is \$42.30/bbl. Although GPA will file the required LEAC schedules, it has determined that it will not petition for a change in the LEAC factor for secondary voltage service customers as well as alternative voltage customer for the period of August 1, 2016 to January 31, 2017.

How much will it Cost? The LEAC rate will remain at \$0.086613/kWh effective for the period from August 1, 2016 thru January 31, 2017.

When will it be completed? August 1, 2016 thru January 31, 2017



CONSOLIDATED COMMISSION ON UTILITIES

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

GUAM CONSOLIDATED COMMISSION ON UTILITIES RESOLUTION NO: 2016 - 34

1 2

AUTHORIZING THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO PETITION THE GUAM PUBLIC UTILITIES COMMISSION FOR NO CHANGE IN THE LEVELIZED ENERGY ADJUSTMENT CLAUSE

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

WHEREAS, the deadline for the next filing is June 15, 2016; and

WHEREAS, the world wide cost of fuel had been declining over the last year, nearly a 53% decline in the average monthly settlement prices during fiscal year 2015 and an additional 21% decline thus far in fiscal year 2016; and

WHEREAS, the market price of fuel in the initial filing for the current period was projected to be \$46.19/bbl for the (6) six-month period ending July 31, 2016, the current projection for the same period is \$37.82/bbl and the projected price of fuel for the period ending January 31, 2017 is \$42.30/bbl; and

WHEREAS, although GPA will file the required LEAC schedules, it has determined that it will not petition for a change in the LEAC factor for secondary voltage service customers as well as alternative voltage customer for the period of August 1, 2016 to January 31, 2017; and

1	WHEREAS, several assumptions were made in determining that a change in the LEAC
2	factor could be avoided in the upcoming period commencing July 1, 2016. The assumptions are
3	as follows:
4	a) Aggreko, GPA's temporary power provider, commenced operations by January 9, 2016,
5	and was dispatched during this period to reduce fuel cost from other less-efficient diesel-
6	fired units;
7	b) Cabras Unit #2 came back online in April 2016, after being down for a 45-day overhaul
8	and is currently operating at full capacity of 66 megawatts which will reduce further
9	reduce system fuel cost;
10	c) Cabras Unit # 1 new Main Transformer is expected to be installed in July 2016,
11	increasing the unit's capacity an additional 24 megawatts which will result in reduced
12	fuel cost from diesel-fired units;
13	
14	WHEREAS, based on these assumptions and continuing with the current LEAC rate, an
15	under-recovery of about \$1.8M is anticipated by the end of the LEAC period on January 31,
16	2017; and
17	
18	WHEREAS, GPA is not seeking a change in the WCFS in this filing; and
19	
20	WHEREAS, GPA now is requesting the Consolidated Commission on Utilities to
21	authorize the Authority to file such petition with the Guam Public Utilities Commission; and
22	
23	NOW, THEREFORE BE IT RESOLVED, by the Consolidated Commission on
24	Utilities as follows:
25	
26	The General Manager of the Guam Power Authority is authorized to petition the Guam Public
27	Utilities Commission for the LEAC rate to remain at \$0.086613/kWh effective for the period
28	from August 1, 2016 thru January 31, 2017. (LEAC factors for alternative voltage levels are as
29	reflected in the attached spreadsheets in the attached Exhibit A.)
30	
31	
32	
33	
34	

1		
2		
3	RESOLVED, that the Chairman	certifies and the Board Secretary attests to the adoption
4	of this Resolution.	
5		
6	DULY AND REGULARLY A	DOPTED AND APPROVED THIS 24th DAY OF
7	MAY 2016	
8		
9	Certified by:	Attested by:
10		
11		
12	JOSEPH T. DUENAS	J. GEORGE BAMABA
13 14	Chairperson	Secretary
15	Consolidated Commission on Utilities	Consolidated Commission on Utilities
	Consolidated Commission on Othices	Consolidated Commission on Offices
16 17		
18		
19		
20		
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22		
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24		
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28		

1										
2	SECRETARY'S CERTIFICATE									
3										
4	I, J. George Bamba, Secretary for the CCU do hereby certify that the foregoing is									
5	a full, true, and correct copy of the resolution duly adopted at a regular meeting of the									
6	members of Guam's CCU, duly and legally held at the meeting place thereof on May 24,									
7	2016 at which meeting of all said members had due notice and at which at least a majority									
8	thereof were present, and									
9										
10	At said meeting said resolution was adopted by the following vote:									
11										
12	Ayes:									
13	Nays:									
14	Absent:									
15	Abstain:									
16										
17	As of the date of this certification, said original resolution has not been amended,									
18	modified, or rescinded since the date of its adoption, and the same is now in full force and effect.									
19										
20	SO CERTIFIED this 24 th day of May, 2016									
21										
22										
23										
24	J. GEORGE BAMBA									
25	Secretary									
26	Consolidated Commission on Utilities									
27										
28										
29										
30										
31										

CCU May 24, 2016 Regular Meeting - NEW BUSINESS

GUAM POWER AUTHORITY
Fuel Clause Reconciliation

													FY 16		FY 16
1 Start Date										Total FY 16			Civilian		Navy
2 Total Sales										1,530,589			1,211,234		319,355
3 Daily Sales										4,193			3,318		875
•										4.32%					37.83
4 Plant Use													143.48		37.83
5 Transmission Loss										0.27%			8.93		-
5a Transmission Loss Above 13.8kV										1.96%			65.14		17.17
6 Distribution Loss										2.72%			90.20		-
7 Company Use										0.21%			7.06		1.86
8 Total Daily Demand													3,633.25	0/ T-	931.81
9 Month		Feb-16		Mar-16		Apr-16		May-16		Jun-16	Jul-	16	TOTALS	% To <u>Total</u>	
10 Days		29		31		30		31		30		31			
		Actual		Actual		Actual		Forecast		Forecast	Forecast				
11 Required Generation-Civilian		101,140	-	110,113		110,594		112,631		108,998	112,6	21	656,107	79.052%	
12 Required Generation-Navy		27,738		30,171		30,231		28,886		27,954	28,8		173,866	20.948%	
13 TOTAL REQUIRED GENERATION														20.946%	
13 TOTAL REQUIRED GENERATION		128,878		140,284		140,826		141,517		136,952	141,5	1/	829,973		
14 Number 6 (HSFO/LSFO)	\$	4,986,761	Ś	4,350,739	\$	4,547,707	Ś	6,867,076	Ś	6,780,562	6,555,2	59	\$ 34,088,104	Schedule 2	
15 Number 2 (GPA)	· ·	3,214,213		5,214,789	~	4,337,223	~	2,382,830	Y	2,125,504	3,040,2		20,314,812		
16 Renewables		812,252		946,073		854,143		1,050,187		1,013,534	875,2			Schedule 4	
17 TOTAL COST	\$	9,013,226	ć 1	10,511,601	ċ	9,739,073	ė	10,300,093	ć	9,919,600				Scriculic 4	
18 Handling Costs	ş	422,611	د ډ	203,859	Ş	345,324	Ş	548,274	Ş	548,428	548,4			Schedule 5	
•					,									Scriedule 5	
19 TOTAL EXPENSE	\$	9,435,837	\$ 1	10,/15,459	\$	10,084,398	\$	10,848,367	\$	10,468,028 \$	11,019,2	06	\$ 62,571,295		
Calculation of Civilian Factor															
20 Sales-Civilian		94,065		102,489		102,800		102,872		99,554	102,8	72	604,651		
20a Sales-At Transmission Level		6,305		6,374		6,012		6,516		6,306	6,5		38,030		
20b Sales @ 13.8 kV		87,760		96,115		96,788		96,356		93,248	96,3		566,622		
200 3013 @ 13.0 KV		67,700		50,115		30,766		30,330		33,240	30,3	50	300,022		
21a Fuel Cost Recovery @ 13.8 kV	\$86.613 \$	7,036,865	¢	8,324,848	¢	8,383,114	¢	8,345,678	¢	8,076,463	8,345,6	72	\$ 48,512,645		
21b Fuel Cost Recovery @ "Transmission"	700.013 9	529,166	Ÿ	534,953	Ÿ	504,539	Ÿ	546,843	Ÿ	529,203	546,8		3,191,546		
21c Total Recovery	\$	7,566,031	ċ	8,859,801	ċ	8,887,653	ė	8,892,521	ć	8,605,665 \$					
21C Total Recovery	Ş	7,500,051	Ş	0,039,001	Ş	0,007,003	Ş	0,092,321	Ş	8,005,005	0,092,3	21	\$ 51,704,192		
22 Civilian Costs (Total Expense x %)	79.052% \$	7,894,516	\$	8,885,209	\$	7,850,724	\$	8,575,803	\$	8,275,140	8,710,8	55			
22a Deferred Fuel Amort.													<u>0</u>		
23 Under/(Over)	\$	328,485	\$	25,408	\$	(1,036,930)	\$	(316,717)	\$	(330,525)	(181,6	66)	\$ (1,511,945)		
24 Estimated Under/(Over)															
25 Net Recovery Under/(Over)															
26 Proposed Fuel Cost Recovery													<u>\$ 87.8850</u>	Proposed Rate Without I	Discount
Estimated Insurance Proceeds															
Civilian Clause Reconciliation:															
27 Opening Recovery Balance-January 31, 2016	\$	2,947,534	\$	3,276,019	Ś	3,301,427	Ś	2,264,498	s	1,947,780	1,617,2	55			
Under/(Over)	ş	328,485	Ţ	25,408	Y	(1,036,930)	Y	(316,717)	Ÿ	(330,525)	(181,6		(1,511,945)		
29 Closing Recovery Balance			Ś		Ś		Ś	1,947,780	ċ	1,617,255	1,435,5			Decrease/(Increase	l in Deferred Evel
25 Closing necovery baldnice	<u>3</u>	3,270,019	٠	/144,105,د	ş	4,404,498	<u>></u>	1,347,760	پ	1,017,235	1,435,5	69	1,511,945	Decreuse/ (Increuse	:) iii Dejerreu ruer

Bills Computed at 1000 kWh/month	Current			Current	Rate to	Increase		
	F	Rates (1)		Bill	fully recover	(Decrease)		
Customer Charge \$/month	\$	15.00	\$	15.00	\$ 15.00	\$	-	
Non Fuel Energy Charges (\$/Kwh)								
Lifeline Usage (500 Kwh)	\$	0.0696	\$	34.78	\$ 34.78	\$	-	
Non Lifeline Usage	\$	0.0869	\$	43.44	\$ 43.44	\$	-	
WaterWell Charge	-							
Lifeline Usage (500 Kwh)		0.00000	\$	-	\$ -	\$	-	
Non Lifeline Usage		0.00279	\$	1.40	\$ 1.40	\$	-	
Insurance Charge		0	\$	-	\$ -	\$	-	
WCF Surcharge		0	\$	-	\$ -	\$	-	
Roll Back Credit (RBC)		0	\$	-	\$ -	\$	-	
Fuel Recovery Charge			\$	86.61	\$ 88.06	\$	1.44	
TOTAL BIII			\$	181.22	\$ 182.66	\$	1.44	
Increase (Decrease) From Current Bill					\$ 1.44			
Percent Increase (Decrease)					0.80%			
Increase (Decrease) From Current Leac Factor					\$ 1.44			
Percent Increase (Decrease)					1.67%			

	Uį	dated		
Adjusted LEAC Rate:		Effective	Effective	
Customer		Feb-16	Feb-16	
Secondary - 13.8 KV	\$	0.088057 \$	0.086613	
Primary - 13.8 KV	\$	0.085400 \$	0.083997	96.98%
34.5 KV	\$	0.085154 \$	0.083755	96.70%
115 KV	\$	0.084106 \$	0.082724	95.51%

C:\Guam\GPA\LEACs\Mar02\LEAC Feb 16 thru Jul 16 updated with actuals

CCU May 24, 2016 Regular Meeting - NEW BUSINESS

	GUAM POWER AUTHORITY					Schedule 1								
				Fuel Clause Rec	onciliation									
								FY 17		FY 16	FY 17	FY 16		
1 Start Date					Total FY 17		Total FY 16	Civilian		Civilian	Navy	Navy		
2 Total Sales					1,540,970	•	1,530,589	1,208,788		1,211,234	332,182	319,355		
3 Daily Sales					4,222		4,193	3,312		3,318	910	875		
4 Plant Use					4.32%		4.32%	143.19		143.48	39.35	37.83		
5 Transmission Loss					0.27%		0.27%	8.91		8.93				
5a Transmission Loss Above 13.8kV					1.96%		1.96%	65.00		65.14	17.86	17.17		
6 Distribution Loss 7 Company Use					2.72% 0.21%		2.72% 0.21%	90.01 7.05		90.20 7.06	1.94	1.86		
8 Total Daily Demand					0.21/6		0.21/6	3,625.91		3,633.25	969.24	931.81		
8 Total Daily Demand								3,023.91	-	3,033.23	% To	931.81		
9 Month		Aug-16	Sep-16	Oct-16	Nov-16		Dec-16	Jan-17		TOTALS				
10 Days		31	30	31	30		31	3						
		Forecast	Forecast	Forecast	Forecast		Forecast	Forecast						
11 Required Generation-Civilian		112,631	108,998	112,631	108,998		112,631	112,631		668,518	79.154%			
12 Required Generation-Navy		28,886	27,954	30,046	29,077		30,046	30,046		176,056	20.846%			
13 TOTAL REQUIRED GENERATION		141,517	136,952	142,677	138,075		142,677	142,677	-	844,575				
14 Number 6 (HSFO/LSFO)	\$	6,909,628 \$	7,181,835	\$ 7,335,123 \$	7,205,085	\$	7,813,451	\$ 7,791,416	\$	44,236,539	Schedule 2			
15 Number 2 (GPA)		2,842,775	2,485,042	2,790,295	2,559,186		2,186,682	2,334,563		15,198,543	Schedule 3			
16 Renewables		803,510	739,333	777,115	816,367		646,284	725,514			Schedule 4			
17 TOTAL COST	\$	10,555,913 \$			\$ 10,580,638	\$		\$ 10,851,493		63,943,204				
18 Handling Costs		548,937	548,925	562,071	561,972		<u>562,315</u>	563,192			Schedule 5			
19 TOTAL EXPENSE	\$	11,104,850 \$	10,955,135	\$ 11,464,604 \$	\$ 11,142,611	\$	11,208,732	\$ 11,414,685	\$	67,290,616				
Calculation of Civilian Factor														
20 Sales-Civilian		102,872	99,554	102,664	99,352		102,664	102,664		609,770				
20a Sales-At Transmission Level		6,516	6,306	6,516	6,306		6,516	6,516		38,676				
20b Sales @ 13.8 kV		96,356	93,248	96,148	93,047		96,148	96,148		571,095				
21a Fuel Cost Recovery @ 13.8 kV	\$86.613 \$	8,345,678 \$	8,076,463	\$ 8,327,678 \$	\$ 8,059,043	\$	8,327,678	\$ 8,327,678	\$	49,464,218				
21b Fuel Cost Recovery @ "Transmission"		567,489	549,183	567,489	549,183		567,489	567,489		3,368,324				
21c Total Recovery	\$	8,913,167 \$	8,625,646	\$ 8,895,167 \$	8,608,226	\$	8,895,167	\$ 8,895,167	\$	52,832,541				
22 Civilian Costs (Total Expense x %)	79.154% \$	8,789,980 \$	8,671,474	\$ 9,074,741 \$	8,819,869	\$	8,872,207	\$ 9,035,228	\$	53,263,498				
22a Deferred Fuel Amort.										<u>0</u>				
23 Under/(Over)	\$	(123,187) \$	45,828	\$ 179,574 \$	\$ 211,643	\$	(22,961)	\$ 140,061	\$	430,957				
24 Estimated Under/(Over)														
25 Net Recovery Under/(Over)									\$	89.7044	Proposed Rate Without	Discount		
26 Proposed Fuel Cost Recovery														
Estimated Insurance Proceeds		0												
Civilian Clause Reconciliation:														
27 Opening Recovery Balance-July 31, 2016 Under/(Over)	\$	1,435,589 \$		\$ 1,358,230 \$		\$	1,749,446			430,957				
29 Closing Recovery Balance	¢	(123,187) 1,312,401 \$	45,828 1,358,230	179,574 \$ 1,537,803	211,643 1,749,446	Ś	(22,961) 1,726,485	140,061 \$ 1,866,546			Decrease/(Increase) in Deferred Fuel		
25 closing necovery balance	<u>2</u>	1,512,401 5	1,330,230	<u>y 1,337,003</u> .	1,743,440	<u> </u>	1,720,405	3 1,000,540		(430,337)	Decrease/(merease	, iii bejerrea raei		
Bills Computed at 1000 kWh/month	Current	Current	Rate to	Increase		Adjus	sted LEAC Rate:			Effective	e Effective			
	Rates (1)	Bill	fully recover	(Decrease)			Customer			Aug-16				
Customer Charge \$/month	\$ 15.00 \$	15.00 \$	15.00	\$ -		Secon	ndary - 13.8 KV		\$	0.089881			\$ 0.003268	
Non Fuel Energy Charges (\$/Kwh)						Prima	ary - 13.8 KV		\$	0.087168	\$ 0.083997	96.98%	\$ 0.003171	
Lifeline Usage (500 Kwh)	\$ 0.0696 \$	34.78 \$	34.78	\$ -		34.5 H	KV		\$	0.086917	\$ 0.083755	96.70%	\$ 0.003162	
Non Lifeline Usage	\$ 0.0869 \$	43.44 \$	43.44	\$ -		115 K	τv		\$	0.085847	\$ 0.082724	95.51%	\$ 0.003123	
WaterWell Charge														
Lifeline Usage (500 Kwh)	0.00000 \$	- \$		\$ -										
Non Lifeline Usage	0.00279 \$	1.40 \$		\$ -										
Insurance Charge	0 \$	- \$		\$ -										
WCF Surcharge	0 \$	- \$ - \$		\$ -										
Roll Back Credit (RBC) Fuel Recovery Charge	0 \$	- Ş 86.61 Ş		\$ - \$ 3.27										
TOTAL Bill	\$	181.22 \$		\$ 3.27										
Increase (Decrease) From Current Bill	•	181.22 \$	3.27	, 3.27										
Percent Increase (Decrease)		ş	1.80%											
			2.00/0											

3.27

3.77%

Increase (Decrease) From Current Leac Factor Percent Increase (Decrease) (1) These are rates effective August 1, 2016

Residual Fuel O	il No.6 (Ref	erence: HS	FO 180 cst	MOPS)																					
MOPS	FY1995	FY 1996	FY 1997	FY 1998	FY 1999	FY 2000	FY 2001	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016			
Oct	N/A	13.506	18.110	N/A	N/A	N/A	27.595	19.300	24.161	24.998	31.661	47.234	43.54	67.490	60.752	67.229	72.120	99.909	98.521	93.421	76.126	36.909			
Nov	N/A	14.633	18.143	N/A	N/A	N/A	25.407	16.328	22.750	24.634	30.066	44.716	41.38	76.397	36.905	71.242	75.189	104.665	93.076	91.707	69.044	34.702			
Dec	N/A	16.729	18.592	N/A	N/A	N/A	20.609	16.979	25.070	25.070	27.171	44.063	42.25	72.390	34.622	71.047	77.600	101.597	92.714	93.117	53.475	27.050			
Jan	14.718	17.582	16.364	N/A	N/A	N/A	19.318	16.780	27.726	25.957	28.362	46.966	41.28	72.045	38.858	73.702	81.256	109.477	95.983	92.845	42.368	22.779			
Feb	15.721	16.399	15.143	N/A	N/A	N/A	20.890	17.838	30.416	25.793	30.686	49.666	44.98	71.998	39.028	70.139	92.456	110.931	98.703	92.716	52.477	23.270			
Mar	16.075	16.430	N/A	N/A	N/A	N/A	20.968	20.277	27.424	25.455	34.215	51.083	46.91	76.289	37.276	71.298	97.847	113.396		91.505	49.639	26.786			
Apr	16.257	16.996	N/A	N/A	N/A	N/A	21.509	22.454	23.610	26.488	38.800	53.065	52.43	82.728	43.983	74.548	103.639	110.635	93.394	90.357	52.798	29.115			
May	16.064	15.140	N/A	N/A	N/A	N/A	22.993	23.670	24.279	28.872	38.305	52.912	52.54	92.921	52.572	69.656	98.319	102.178	92.794	91.709	59.099				
Jun	17.231	13.778	N/A	N/A	N/A	N/A	21.125	22.676	25.263	27.878	39.695	49.953	54.61	97.994	60.873	66.844	99.785	90.474	94.270	93.660	54.855				
Jul	12.942	14.132	N/A	N/A	N/A	N/A	19.994	23.530	26.733	28.173	40.800	52.716	58.65	111.214	61.010	67.590	101.586	94.177	91.672	91.049	46.901				
Aug	12.977	15.099	N/A	N/A	N/A	N/A	21.702	24.485	25.411	29.313	43.841	49.910	57.31	102.125	66.321	68.827	99.044	101.985		90.053	37.273		25.800	1	
Sep	12.639	17.412	N/A	N/A	N/A	N/A	22.799	25.851	24.231	28.225	49.157	43.621	60.06	89.476	64.503	67.674	99.372	103.729	92.484	87.515	36.056			-52.64%	-
Avg (\$/bbl)	14.958	15.653	17.270				22.076		25.590	26.738	36.063	48.825	49.661	84.422		69.983	91.518	103.596	94.333	91.638					
FO							25.066						58.449				98.019	110.097	212.133	104.318					
FO							24.046	22.817					54.964	89.725	55.028	74.091	96.017	108.095	187.133	98.258	59.129	34.976			
							22.076	20.847	25.590	26.738	36.063	48.825	49.661	84.422	49.725	69.983	91.518	103.596	94.333	91.638	52.509	28.659			
							2.990	2.990	(25.590)	(26.738)	(36.063)	(48.825)	8.788	8.788	8.788	8.467	6.501	6.501	117.800	12.680	12.680	12.074			
							1.970	1.970	(25.590)	(26.738)	(36.063)	(48.825)	5.303	5.303	5.303	4.108	4.499	4.499	92.800	6.620	6.620	6.317			

| Page |

9/1/2017 8/31/2018 822.000 784.000
Bid reference price 742.310 742.310
Premium per MT 79.690 41.690
Premium per BBL 12.074 6.317



GUAM POWER AUTHORITY

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

Issues for Decision

Resolution No. 2016-35

Relative to:

Authorizing the Guam Power Authority to Contract for Unarmed Uniformed Security Guard Services

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

Award of the contract is necessary in order to provide GPA with unarmed, uniformed security guard services at various GPA locations for the protection of these assets and employees during and after duty hours

Where is it at?

- 1. Supply Warehouse and Storage Yard and T&D Service Center, Dededo, GU
- 2. GBN Public Service Facility, Mangilao, GU (Fadi'an)
- 3. Cabras Power Plant
- 4. Tanguisson Power Plant

How much will it cost?

Month	ly Cost	
1.	Supply Warehouse/T&D	\$11,490.20
2.	GBN Facility	\$8,237.27
3.	Cabras Power Plant	\$11,490.20
4.	Tanguisson	\$11,490.20
		\$42,707.87

Annual Cost: \$512,494.44

2-Year Cost: \$1,024,988.88 (Base year and first option year)

When will it be completed?

1 year base contract term: 06/01/2016 - 09/30/2016

10/01/2016 - 05/31/2017

 1^{st} year option to renew term: 06/01/2017 - 09/30/2017

10/01/2017 - 05/31/2018

 2^{nd} year option to renew term: 06/01/2018 - 09/30/2018

10/01/2018 - 05/31/2019

What is its funding source?

O&M Funds

The RFP/BID responses:

GPA-036-16: 1. PISA



32

CONSOLIDATED COMMISSION ON UTILITIES

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

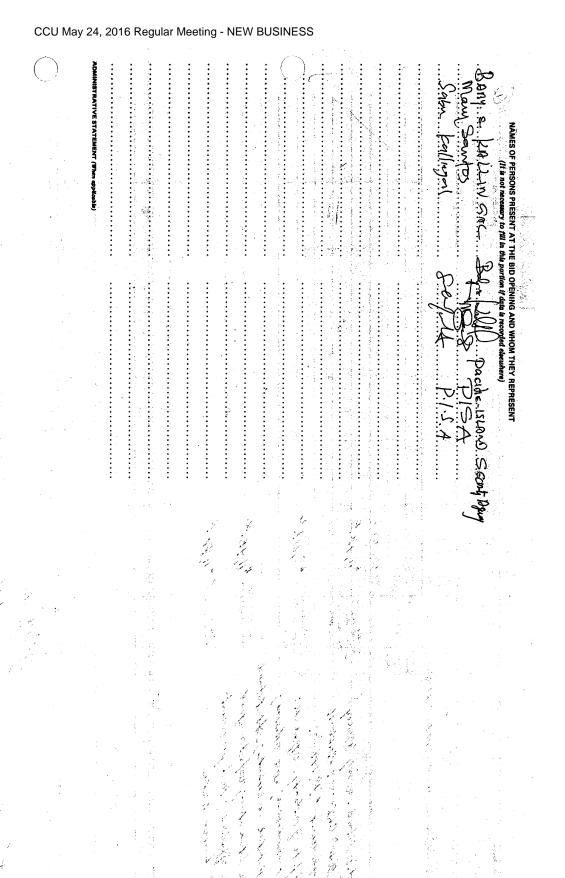
1 **GPA RESOLUTION NO. 2016-35** 2 **AUTHORIZING THE GUAM POWER AUTHORITY TO CONTRACT FOR UNARMED UNIFORMED SECURITY GUARD SERVICES** 6 7 WHEREAS, the Guam Power Authority owns buildings and power plants that require unarmed security guard services for the protection of these assets and employees during and after duty hours; 8 9 and 10 WHEREAS, services are required at the Supply Warehouse, Storage Yard and T&D Service Center 11 in Dededo; the Gloria B. Nelson Public Service Facility in Mangilao; the Cabras Power Plant and Dispatch 12 Control Center; and the Tanguisson Power Plant; and 13 14 WHEREAS, the Procurement Officer has provided adequate public announcement to procure 15 16 unarmed security guard services through Bid Invitation No. GPA-036-16; and 17 18 WHEREAS, security guard services are used at the GPA main office, Cabras and Tanguisson 19 power plants, the Supply warehouse and storage yards, and the T&D service center; and 20 WHEREAS, Pacific Island Security Agency was the single bidder for GPA's consideration; and 21 22 WHEREAS, GPA's Evaluation Committee has determined Pacific Island Security Agency to be the 23 24 lowest responsive bidder; and 25 26 WHEREAS, the contract term is for one year with the option to renew annually not to exceed a total of three years commencing on June 01, 2016; and 27 28 29 WHEREAS, the monthly charge for security services is \$42,707.87, for an annual cost of \$512,494.44 and a two-year total cost of \$1,024,988.88 from June 2016 to May 2018; and 30 31

WHEREAS, the services to be rendered are critical for the secure operation of GPA facilities.

1	N	IOW, THEREFORE, BE IT RESOLVED, by	the Consolidated Commission on Utilities as follows:
2			
3	1.	. After careful consideration, the Cor	nsolidated Commission on Utilities finds that contracting
4		for security services for GPA	properties is reasonable, prudent, and necessary.
5			
6	2.	. The General Manager of the Guan	Power Authority is hereby authorized to enter into a
7		contract with Pacific Island Security	Agency for security services for a two-year period at a
8		cost of \$1,024,988.88.	
9		. , .	
10	R	EESOLVED , that the Chairman certifies a	and the Secretary attests the adoption of this Resolution.
11 12	D	OULY and REGULARLY ADOPTED this 24	I th day of May. 2016.
13			
14			
15 16			
17	Certified I	by:	Attested by:
18			
19 20			
21		. DUENAS	J. GEORGE BAMBA
22 23	Chairman	1	Secretary
24			
25			
26			
27			
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29			
30			
31			
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1	SECRETARY'S CERTIFICATE
2	
3	I, J. George Bamba, Secretary for the Consolidated Commission on Utilities do hereby certify
4	that the foregoing is a full, true, and correct copy of the resolution duly adopted at a regular meeting of
5	the members of Guam's Consolidated Commission on Utilities, duly and legally held at the meeting place
6	thereof on May 24, 2016, at which meeting of all said members had due notice and at which at least s
7	majority thereof were present, and
8	
9	At said meeting said resolution was adopted by the following vote:
10	Ayes:
11	Nays:
12	Absent:
13	Abstain:
14	
15	Said original resolution has not been amended, modified, or rescinded since the date of its
16	adoption, and the same is now in full force and effect.
17	
18	SO CERTIFIED this 24 th day of May 2016.
19	
20	
21	J. George Bamba
22	Secretary
23	Consolidated Commission on Utilities

Number of Bids Received		٠	FUNCHASES & STORES DI GUAM POWER AUTH ABSTRACT OF	VISION ORITY BIDS	Control of the		A STATE OF THE STA	CADA — CA	-036-16 5/16 9:30PM.
Description of Supplies or Services	•	ITEM NO.	0.1		7." 				
INTHUMED INVIDITATED STUNCTLY LUMAD SERVICES		AT.				-	,		
	Accept	LIND	107						
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	(Days)	-MFG	MONTHEY						
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1 "									
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i hereby cartify that all bids received in response to this invitation were opened under my pe	personal supervision, and that the names of all bidders	that the nam	es of all bidders		APPRO	VAL OF AWARDS	APPROVAL OF AWARDIS INICIALLY and Prival Areas Areas	interior of the	
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Transitud by part	(S)gnatur Date	2/25/16		Tie Bid Only Bid Other Than Low	Tie Bid Only Bid Other Than Lowest Responsive Bidder (See ax-	×			
)				Number of Awards (Contractors)	ontractors)				





GUAM POWER AUTHORITY

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

Issues for Decision

Resolution No. 2016-36

Relative to:

Authorizing GPA to Proceed with the Implementation of the Updated Integrated Resource plan

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

The CCU is the governing body for GPA an all modern utilities, including the GPA periodically update their Integrated Resource Plans (IRP). The PUC ordered GPA under Docket 15-05 to update the IRP in consideration of the Cabras 3&4 power plant explosion of August 31, 2015. The results of the latest updated IRP indicate that GPA should procure up to 180 MW of combined cycle units in order to meet PUC approved reliability. GPA should continue to pursue about 120 MW of renewable energy resources while installing new conventional generation which improves efficiency through modernized technology. New combined cycle units are more efficient than the existing Base Load units and would result in the consumption of less fuel which helps offset the higher cost of Ultra Low Sulfur Diesel (ULSD).

One of the key drivers of the updated IRP is the need for GPA base load generating units to comply with recently implemented environmental regulations promulgated by USEPA under the Clean Air Act. GPA plans to continue using a model in which the new generation facilities are operated and maintained by an independent power produce. In accordance with the recommendation of the updated IRP GPA continues to improve and increase renewable penetration by:

- Reissuing the Phase II Bid with an increase capacity award potential to 60 MW for all renewable energy technologies;
- Developing about 40 MW of Solar PV renewables on Navy Properties;
- Evaluating the grid capacity for increased intermittent renewable penetration;
- Revising the GPA Energy Storage System bid to address frequency regulation for NRG
 PV Plant and the Net Metering installed renewable capacity;
- Evaluating energy storage systems for load shifting/peak shaving functions;
- Partnering with Navy on development of an additional 120 MW of renewable projects.

GPA also continues to explore opportunities to utilize energy storage solutions for energy shifting in the grid; however, these systems are currently costly and just evolving indicating limited experience on a large scale in the electrical grid, but are expected to make a positive impact in systems at substantially lower cost in the near future. GPA will utilize the Independent Power Producer model with the option for GPA financing should GPA financing provide lower cost for ratepayers.

When will it be completed?

The General Manager will continue to execute the following:

- a. Contract for 120 MW of renewables over the next 5 years.
- b. Develop a compliance plan to be submitted to USEPA as indicated above and prepare to negotiate a consent decree with USEPA.
- c. Continue to evaluate a Time of Use (TOU) rate program and provide recommendations for CCU considerations within six months.
- d. Within one year, determine feasibility of and provide recommendations on:
 - i. Energy storage systems for shaving peak and load shifting..
 - ii. Role of distributed generations in parts on the island.
 - iii. Feasibility of Liquefied Natural Gas (LNG).
 - iv. Expansion of the DSM program and ways to accelerate lowering customer consumption.
 - v. Permanent implementation of demand response and interruptible rate programs
 - vi. Effective renewables programs such as feed in tariff, a sustainable net metering program, and customer distributed generation.

What is its funding source?

- Insurance Proceeds
- CIP
- Bond Funds

RESOLUTION NO. 2016-36



1

CONSOLIDATED COMMISSION ON UTILITIES

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

2	RELATIVE TO AUTHORIZING GPA TO PROCEED WITH THE IMPLEMENTATION OF THE UPDATED INTEGRATED RESOURCE PLAN FOR THE PROCUREMENT OF UP TO 180MW OF COMBINED CYCLE UNITS
4 5	WHEREAS , the Consolidated Commission on Utilities (CCU) is the governing body for the Guam Power Authority; and
6 7	WHEREAS , utilities, including the Guam Power Authority, periodically update their Integrated Resource Plan (IRP); and
8 9	WHEREAS , the CCU had previously approved the IRP under Resolution 2014-48 on October 27, 2014 and authorized GPA to pursue PUC approval of the plan; and
10 11	WHEREAS , the PUC ordered GPA under Docket 15-05 to update the IRP in consideration of the Cabras 3&4 power plant explosion of August 31, 2015; and
12 13 14	WHEREAS, the results of the updated IRP indicate that GPA should procure up to 180MW of combined cycle units in order to meet the Public Utilities Commission (PUC) approved reliability standard; and
15 16	WHEREAS, GPA should continue to pursue about 120MW of renewable energy resources while installing new conventional generation which improves efficiency through modernized technology; and
17 18 19	WHEREAS, new combined cycle units are more efficient than the existing Base Load units and would result in the consumption of less fuel which help offset the higher cost of Ultra Low Sulfur Diesel (ULSD); and
20 21	WHEREAS, the combined cycle units should be procured to operate on ULSD and Liquefied Natural Gas (LNG) for fuel diversity; and
22 23	WHEREAS , combined cycle units are fast reacting units and work well with intermittent type renewables such as Solar PV and Wind Power; and
24 25 26	WHEREAS, the key driver of the IRP development is the need for GPA base load generating units to comply with recently implemented environmental regulations promulgated by the United States Environmental Protection Agency (USEPA) under the Clean Air Act; and
27 28 29	WHEREAS, some of these environmental regulations issued by USEPA include the Reciprocating Internal Combustion Engine -Maximum Achievable Control Technology (RICE MACT) rules and the Electric Generating Utility- Mercury and Air Toxic Standards (EGU MATS) rules; and

1 2	WHEREAS , the RICE-MACT rules govern GPA's slow speed diesel generators as well as its small diesel generators and has a compliance date of May 3, 2013; and
3 4 5	WHEREAS, GPA has complied with the RICE MACT rules for the small diesel generators and spent approximately \$4.1 million for stack emission equipment to bring the units into compliance in FY2014;
6 7	WHEREAS, a recent study estimates the cost for RICE MACT compliance for MEC 8&9 would be \$13 million to bring MEC 8&9 into compliance by burning ULSD; and
8 9	WHEREAS, Cabras 4 is deemed as beyond repair and thus no longer needs to be placed into compliance with the new regulations; and
10 11 12 13	WHEREAS, the disposition of Cabras 3 unit is uncertain due to ongoing negotiations with insurers and may at best be repaired for operation while new combined cycle units are constructed and retired thereafter due to higher operating cost, limited operations and Clean Water Act regulations which would require additional mitigation investments; and
14 15	WHEREAS, the EGU-MACT rules impact the operations of GPA's steam generating plants- Cabras 1&2 and Tanguisson 1&2; and
16 17	WHEREAS, GPA has decommissioned Tanguisson 1&2 and thus no longer must bring them into compliance; and
18 19 20 21 22	WHEREAS, GPA is reluctant to make major life extension investments into the Cabras 1&2 power plants since they are about 42 years old and are nearing the end of their useful lives and that there have been substantial technology improvements since the plants were first constructed and the thermal efficiencies of the plant is relatively low and there would be no efficiency gains resulting from this significant investment; and
23 24	WHEREAS, upon the completion of the construction of up to 180 megawatts of dual fired new generation, GPA plans to retire the Cabras 1 &2 power plant; and
25 26 27 28 29	WHEREAS, the plan has looked at the impact of other variables including the level of demand for electricity over the next thirty (30) years, the development of additional renewable energy resources, the impact of demand side management programs on GPA's load, the ability to enter into demand response agreements with government and commercial customers, the cost of load leveling and peak shaving energy storage solutions; and
30 31	WHEREAS, GPA plans to continue using the model in which the new generation facilities are operated and maintained by an independent power producer; and
32 33	WHEREAS, in accordance with the recommendation of the updated IRP, GPA continues to improve and increase renewable penetration by:

30

1	 Reissuing the Phase II Bid with an increase capacity award potential to 60 MW for all
2	renewable energy technologies;
3	 Developing about 40 MW of Solar PV Renewables on Navy Properties;
4	 Evaluating the grid capacity for increased intermittent renewable penetration;
5	 Revising the GPA Energy Storage System bid to address frequency regulation for the
6	NRG PV Plant and the Net Metering installed renewable capacity;
7	 Evaluating energy storage systems for load shifting/peak shaving functions;
8	 Partnering with Navy on the development of an additional 120 MW of renewable
9	projects;
LO	WHEREAS, GPA also continues to explore opportunities to utilize energy storage solutions for
l1	energy shifting in the grid; however, these systems are currently costly and just evolving indicating
L2	limited experience on a large scale in the electrical grid, but is expected to make a positive impact in
L3	systems at substantially lower cost in the near future; and
L4	WHEREAS, there is uncertainty inherent in all forecasts in determining the most efficient size of
L 5	generation units for the GPA system, i.e. GPA cannot easily predict what the market will be able to offer
L 6	at the time of the bid with regards to the trade-off of the size of the plants and the impact the size of the
L7	plant has on reliability and efficiency especially as it depends heavily on forecasts of fuel price and loads;
18	and
L9	WHEREAS, the estimates for the capital investment required and the unit efficiencies expected
20	are conservative, the impact on rates is not expected to be significant, if at all and would require the
21	procurement process to better define the expected cost and potential savings from the various types of
22	units; and
23	WHEREAS, GPA continues to evaluate the feasibility of LNG as a potential future fuel source for
24	the new generation should fuel oil prices dramatically rise again; and
25	WHEREAS, although the IRP looks out 30 years, GPA's request for approval concentrates on
26	actions over the next five years; and
27	WHEREAS, GPA has not been compliant with USEPA regulations since 2013 and must commit to
28	a plan for compliance in order to avoid significant fines estimated at over \$125 million to date that could
9	be used towards compliance and improving production efficiency and reliability: and

WHEREAS, GPA proposes the following USEPA compliance schedule:

			Mont	hs	
No.	Updated USEPA Compliance Schedule	Start	Procure / Design / Permit / Construct	Deactivate / Comply	Complete
1	GPA retires the Tanguisson 53MW Power Plant no later than April 2015. <i>This was completed in December 2014</i>	-			
2	GPA constructs up to 180MW of combined cycle units and commission on ULSD and/or LNG no later than December 31, 2020.	10/1/2016	51		12/31/2020
3	Retire Cabras 1&2 Steam Plant (132MW) six months after the commissioning of new combined cycle units, but no later than July 1, 2021.	12/31/2020		6	7/1/2021
4	GPA converts MEC 8&9 units (88MW) to ULSD and/or LNG within one year after the commissioning of the 180 MW of new combined cycle units, but no later than December 31, 2021.	12/31/2020		12	12/31/2021
5	Retire the Cabras 3&4 Slow Speed Plant (79MW)				12/31/2021

1

2

3

WHEREAS, the IRP is a living document which GPA will update annually and should formally be updated every two (2) years;

4

5

6

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

- 7 8 9
- The General Manager is authorized to petition the Guam Public Utilities Commission for approval of the plan to acquire up to 180 megawatts of dual fired combined cycle units and retire Cabras 1, 2, 3 & 4 units by July 1, 2021. The General Manager is to provide all supporting documents required to comply with PUC Docket 15-05.

11 12

10

The General Manager is authorized to utilize the Independent Power Producer model with the option for GPA financing should GPA financing provide lower cost for ratepayers.

13 14 3. The General Manager is authorized to procure for the services of Engineering, Procurement & Construction (EPC) management firm to assist in the procurement of the new plant and act as its owner representative.

15 16

4. The General Manager will continue to execute the following:

17

a. Contract for 120MW of renewables over the next 5 years.

18 19 b. Develop a compliance plan to be submitted to USEPA as indicated above and prepare to negotiate a consent decree with USEPA.

20 21 c. Continue to evaluate a Time-of-Use (TOU) rate program and provide recommendations for CCU consideration within six months.

22

d. Within one year, determine the feasibility of and provide recommendations on:

1	i.	Energy storage systems	for shaving peak and load shifting
2	ii.	Role of distributed gene	rations in parts on the island.
3	iii.	Feasibility of Liquefied N	latural Gas (LNG).
4	iv.	Expansion of the DSM p	rogram and ways to accelerate lowering customer
5		consumption.	
6	V.	Permanent implementa	tion of demand response and interruptible rate
7		programs	
8	vi.	Effective renewables pro	ograms such as feed in tariff, a sustainable net metering
9		program, and customer	distributed generation.
10			
11			
12	RESOLVED, that the	e Chairman certifies and t	he Secretary attests to the adoption of this Resolution.
13	DULY AND REGULA	ARLY ADOPTED AND APPI	ROVED THIS 24 TH DAY OF MAY, 2016.
14	Certified by:		Attested by:
15			
16			
17	JOSEPH T. DUENAS	;	J. GEORGE BAMBA
18	Chairperson		Secretary
19	Consolidated Comr	nission on Utilities	Consolidated Commission on Utilities

1	SECRETARY'S CERTIFICATE
2	
3 4 5 6 7	I, J. GEORGE BAMBA, Secretary for the Consolidated Commission on Utilities do hereby certify that the foregoing is a full, true, and correct copy of the resolution duly adopted at a regular meeting of the members of Guam's Consolidated Commission on Utilities, duly and legally held at the meeting place thereof on May 24, 2016, at which meeting of all said members had due notice and at which a least a majority thereof were present, and
8	At said meeting said resolution was adopted by the following vote:
9	Ayes:
LO	Nays:
l1	Absent:
12	Abstain:
13 14	As of the date of this certification, said original resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.
15	SO CERTIFIED this 24th day of May 2016.
16	
L7	
18	J. GEORGE BAMBA
19	Secretary
20	Consolidated Commission on Utilities

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GUAM WATERWORKS AUTHORITY Balance Sheet April 30, 2016

SCHEDULE A

Carabia Cara	ASSETS	Unaudited April 30, 2016	Audited September 30, 2015	Increase (Decrease)
Direct Control (Schedule C)	Current Assets:		•	
Resirted Funds (Schedule C)	Cash:			
Accounts Receivable Trade, Net of Allowance for Doubtful Receivables of \$10,757,31 at Apr. 30,036 and \$10,288,231 at Sep. 30, 2015 1,056,800 747,876 30,933 1,056,800 747,876 30,933 1,056,800 747,876 30,933 1,057 1,056,800 747,876 30,933 1,057 1,056,800 747,876 30,933 1,057 1,056,800 747,876 30,932 1,057 1,056,800 747,876 30,932 1,057	·			
St07767.73 at Any 2.00 and \$10.088.23 at Sep. 30, 2015 1,006,809 747.876 300,933 Materials & Supplies Inventory, Net of Allowance for Obsolerone of \$45,730 at Sept. 30, 2015 1,808,262 1,777.241 31,021 1,021 1,021 1,021 1,021 1,021 1,022 1,0				
Materials & Supplies Inventiony, Net of Allowance for Obsolescence of \$457,370 at Sept. 30,2015 1,808,262 1,777,241 31,021 71,02		16,096,618	16,801,081	(704,463)
Total Corner Assets		1,056,809	747,876	308,933
Total Current Assets	Materials & Supplies Inventory, Net of Allowance	, ,	,	,
Descript Plant and Equipment Utility plant in service. Water system 294,780,104 294,780,104 0 0 Wastewater system 296,789,232 255,789,232 255,789,232 0 0 0 0 0 0 0 0 0	· · · · · · · · · · · · · · · · · · ·			
Witer system	Total Current Assets	68,406,217	53,924,905	14,481,312
Water system 294,780,104 204,780,104 0 Wasterwater system 288,879,236 26,00 0 Non-utility property 575,191,939 3,751,939 (10,385,000) Loss Accumulated Deprication (278,424,428) (268,037,428) (10,398,000) Land 64,288 64,288 64,288 64,288 71,238,000 Corristruction Work in Progress 65,278,247 52,891,167 12,328,080 13,928,080 Property, Plant and Equipment, net 360,132,488 616,208,090 1,928,080 1,928,080 Other Propared Cast Accounts as Sets 301,428,816 616,208,090 1,492,072 1,928,080	Property, Plant and Equipment			
Mastewatter system	Utility plant in service:			
1.00 1.00				
Total property 575,191,933 575,191,933 0 1,038,000 1,0				
Case Accumulated Depreciation				
Construction Work in Progress 65.278_247 52.891.167 12.387_080				
Property, Plant and Equipment, net 362,102,046 360,109,966 1,992,080 Other noncurrent assests Restricted cash (Schedule G) 415,229,733 32,277,981 132,251,812 Other Propile Expenses 77,576 646,748 (569,171) Total other noncurrent assests 347,034,185 194,130,818 152,903,367,759 Total other noncurrent assests 347,034,185 194,130,818 152,903,367,759 Deferred outflows of resources:	•			0
Other noncurrent assets 301,426,816 161,206,090 140,220,726 Restricted cash (Schedule G) 301,426,816 161,206,090 140,220,728 Investments (Schedule G) 45,529,793 32,277,991 132,51,812 Other Prepaid Expenses 777,576 64,6748 (569,917) Total control 347,03,4155 194,10,818 152,903,875 TOTAL ASSETS 777,542,447 608,165,689 169,376,759 Deferred outflows of resources: Delifered outflows on refunding 1,976,017 2,112,398 (136,381) Deferred outflows from pension 4,699,102 4,015,691 683,411 Total Assets an Deferred Outflows of Resources 784,217,567 614,293,778 169,923,788 LIABILITIES AND NET ASSETS Current Institutions of Inspired debt LIABILITIES AND NET ASSETS Current Institutions of Inspired debt LIABILITIES AND NET ASSETS Current Institutions of Inspired debt LIABILITIES AND NET ASSETS Current Institutions of Inspired debt L	Construction Work in Progress	65,278,247	52,891,167	12,387,080
Mestricided cash (Schedule G)	Property, Plant and Equipment, net	362,102,046	360,109,966	1,992,080
Chemical Expenses 77.576 646.748 6599.171 Total other noncurrent assets 77.576 646.748 6599.171 Total other noncurrent assets 77.576 646.748 6599.171 Total other noncurrent assets 77.576 646.748 6599.3767 Total other noncurrent assets 77.542.447 606.165.689 169.376.759	Other noncurrent assets			
Trigate Trig	Restricted cash (Schedule G)	301,426,816	161,206,090	140,220,726
Total other noncurrent assets	· · · · · · · · · · · · · · · · · · ·	45,529,793		
Deferred outflows of resources: Debt defeasance loss on refunding 1,976,017 2,112,398 (136,381) Deferred outflows for pension 4,699,102 4,015,691 683,411 Total Assets and Deferred Outflows of Resources 784,217,567 614,293,778 169,923,789 Total Assets and Deferred Outflows of Resources Total Assets Total	· · ·			
Deferred outflows of resources: Debt defeasance loss on refunding 1,976,017 2,112,398 (136,381) Deferred outflow from pension 4,699,102 4,015,691 683,411 Total Assets and Deferred Outflows of Resources 784,217,567 614,293,778 169,923,789 Total Assets and Deferred Outflows of Resources Total Assets	Total other noncurrent assets	347,034,185	194,130,818	152,903,367
Debt defeasance loss on refunding 1,976,017 2,11,238 168,3411 Total Assets and Deferred Outflows of Resources 764,217,567 614,233,778 169,237,789 LIABILITIES AND NET ASSETS	TOTAL ASSETS	777,542,447	608,165,689	169,376,759
Deferred outflows from pension 4,699,102 4,015,691 683,411 Total Assets and Deferred Outflows of Resources 784,217,567 614,293,778 169,923,788 Surrent Liabilities Current maturities of long-term debt	Deferred outflows of resources:			
Current Liabilities Current Liabilities Current Liabilities Current Liabilities Current maturities of long-term debt Current maturities Current portion of long-term debt Current portion of employee Benefits Current portion of employee annual leave Current portion Current Liabilities Current Liabilities Current portion Current Liabilities Current portion Current Liabilities Current portion Current Liabilities Current Liabilities Current portion Current Liabilities Current portion Current Liabilities Current Portion Current Portion Current Liabilities Current Portion Cu	Debt defeasance loss on refunding	1,976,017	2,112,398	(136,381)
Current Liabilities Current maturities Curren	·			
Current Liabilities: Current maturities of long-term debt 1,590,000 1,590,000 0 - Series 2010 Rending 3,320,000 3,320,000 0 - Notes Payable 2,737,804 2,737,804 2,737,804 Accounts Payable - Trade 4,029,022 4,113,426 (84,404) Accrued Expense 1,996,886 618,762 1,378,124 Interest Payable 7,852,155 4,957,551 2,894,604 Accrued Payroll and Employee Benefits 1,157,666 1,151,332 6,334 Accrued Annual Leave 1,540,507 1,540,507 0 Current portion of employee annual leave 511,267 511,267 0 Current Deposits 2,182,758 6,518,638 (4,335,879) Customer Deposits 2,182,758 6,518,638 (4,335,879) Customer Deposits 2,1740 21,740 0 Other Liabilities 21,740 21,740 0 Total Current Liabilities 21,740 21,740 0 Series 2016 Revenue Bond 116,180,000	Total Assets and Deferred Outflows of Resources	784,217,567	614,293,778	169,923,789
Series 2014 Refunding 3,320,000 3,320,000 0 0 1,000 0 0 1,0000 0 0 0 0 0 0 0 0	Current Liabilities: Current maturities of long-term debt			
Notes Payable 17,78,04 2,737,804 0 Accounts Payable -Trade 4,029,022 4,113,426 (84,404) Accrued Expense 1,996,886 618,762 1,378,124 Interest Payable 7,852,155 4,957,551 2,294,604 Accrued Payroll and Employee Benefits 1,157,666 1,151,332 6,334 Accrued Payroll and Employee Benefits 1,157,666 1,151,332 6,334 Accrued Annual Leave 15,405,077 1,540,507 0 Current portion of employee annual leave 15,1267 511,267 0 Contractor's Payable 2,182,758 6,518,638 (4,338,879) Customer Deposits 2,065,186 1,997,941 67,246 Other Liabilities 21,740 21,740 0 Total Current Liabilities 21,740 21,740 0 Total Current Liabilities 29,004,992 29,078,967 73,975 Long Term Debt. less current maturities 28,618,000 116,180,000 0 Series 2010 Revenue Bond 116,180,000 116,180,000 0 Series 2011 Revenue Bond 112,630,000 172,630,000 0 Series 2014 Refunding 79,380,000 79,380,000 0 Series 2016 Revenue Bond 143,310,000 -				
Accounts Payable - Trade 4,029,022 4,113,426 (84,404) Accrued Expense 1,996,886 618,762 1,378,124 Interest Payable 7,852,155 4,957,551 2,894,604 Accrued Payroll and Employee Benefits 1,157,666 1,151,332 6,334 Accrued Annual Leave 1,540,507 1,540,507 0 Current portion of employee annual leave 511,267 511,267 0 Contractor's Payable 2,182,758 6,518,638 (4,335,879) Customer Deposits 2,065,186 1,997,941 67,246 Other Liabilities 21,740 21,740 0 Total Current Liabilities 29,004,992 29,078,967 (73,978) Long Term Debt, less current maturities Series 2010 Revenue Bond 116,180,000 172,630,000 0 Series 2014 Revenue Bond 116,180,000 172,630,000 0 0 Series 2014 Revenue Bond 116,180,000 79,380,000 79,380,000 0 Series 2016 Revenue Bond 143,310,000 - 143,310,000 <t< td=""><td>· · · · · · · · · · · · · · · · · · ·</td><td></td><td></td><td></td></t<>	· · · · · · · · · · · · · · · · · · ·			
Accrued Expense 1,996,886 618,762 1,378,124 Interest Payable 7,852,155 4,957,551 2,894,604 Accrued Payroll and Employee Benefits 1,157,666 1,151,332 6,334 Accrued Annual Leave 1,540,507 1,540,507 0 Current portion of employee annual leave 511,267 511,267 0 Contractor's Payable 2,182,758 6,518,638 (4,335,879) Customer Deposits 2,065,186 1,997,941 67,246 Other Liabilities 21,740 21,740 0 Other Liabilities 29,004,992 29,078,967 (73,975) Long Term Debt. less current maturities Series 2010 Revenue Bond 116,180,000 172,630,000 0 Series 2013 Revenue Bond 172,630,000 172,630,000 0 Series 2014 Refunding 79,380,000 79,380,000 0 Series 2014 Revenue Bond 143,310,000 1 Series 2016 Revenue Bond 143,310,000 - 143,310,000 Unamortized Discount - Bond 2010 (1,981,822) (2,028,886) 47,064 Unamortized Discount - Bond 2013 (1,411,142) (1,440,950) 29,808 Unamortized Discount - Bond 2014 (1,728,732) - (1,728,732) Unamortized Premium - Bond 2016 (1,728,732) - (1,728,732) Unamortized Premium - Bond 2016 (1,812,593 18,123,593 Notes Payable 9,939,196 11,459,972 (1,520,776) Unfunded Ret Liability (GASB 67/68) 34,640,75 34,047,740 416,335 Employee Annual Leave, Less Current Portion 892,695 892,695 892,695 (0) TOTAL LIABILITIES 603,985,250 445,537,459 158,447,791 Deferred inflows from pension 3,152,255 3,568,590 (416,336) Net Assets 177,080,062 165,187,729 11,892,333	·			
Interest Payable	· · · · · · · · · · · · · · · · · · ·			
Accrued Payroll and Employee Benefits 1,157,666 1,151,332 6,334 Accrued Annual Leave 1,540,507 1,540,507 0 Current portion of employee annual leave 511,267 511,267 0 Contractor's Payable 2,182,758 6,518,638 (4,335,879) Customer Deposits 2,065,186 1,997,941 67,246 Other Liabilities 21,740 21,770 0 Other Liabilities 29,004,992 29,078,967 (73,975) Long Term Debt. less current maturities 30,000 116,180,000 1 0 Series 2010 Revenue Bond 116,180,000 172,630,000 0 0 0 Series 2014 Refunding 79,380,000 79,380,000 0<	·			, ,
Accrued Annual Leave 1,540,507 1,540,507 0 Current portion of employee annual leave 511,267 511,267 0 Contractor's Payable 2,182,758 6,518,638 (4,335,879) Customer Deposits 2,065,186 1,997,941 67,246 Other Liabilities 21,740 21,740 0 Total Current Liabilities 29,004,992 29,078,967 (73,975) Long Term Debt. less current maturities 8 8 116,180,000 116,180,000 0 Series 2010 Revenue Bond 172,630,000 172,630,000 0 0 Series 2014 Revenue Bond 172,630,000 79,380,000 0 0 Series 2016 Revenue Bond 173,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 -	· · · · · · · · · · · · · · · · · · ·			
Contractor's Payable 2,182,758 6,516,638 (4,335,879) Customer Deposits 2,065,186 1,997,941 67,246 Other Liabilities 21,740 21,740 0 Total Current Liabilities 29,004,992 29,078,967 (73,975) Long Term Debt, less current maturities 8 116,180,000 116,180,000 0 Series 2010 Revenue Bond 116,2630,000 172,630,000 0 0 Series 2014 Refunding 79,380,000 79,380,000 0 0 Series 2016 Revenue Bond 143,310,000 1 143,310,000 0 0 Series 2016 Revenue Bond 14,33,10,000 79,380,000 79,380,000 <	· · · · · · · · · · · · · · · · · · ·			0
Customer Deposits 2,065,186 1,997,941 67,246 Other Liabilities 21,740 21,740 0 Total Current Liabilities 29,004,992 29,078,967 (73,975) Long Term Debt, less current maturities 8 116,180,000 116,180,000 0 Series 2010 Revenue Bond 172,630,000 172,630,000 0 0 Series 2014 Refunding 79,380,000 79,380,000 0 0 Series 2016 Revenue Bond 143,310,000 - 143,310,000 1 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 143,310,000 - 144,311,412 (1,440,950) 29,808 144,005 140,005 140,005 140,005 140,005 </td <td>· · · · · · · · · · · · · · · · · · ·</td> <td>511,267</td> <td></td> <td>0</td>	· · · · · · · · · · · · · · · · · · ·	511,267		0
Other Liabilities 21,740 21,740 0 Total Current Liabilities 29,004,992 29,078,967 (73,975) Long Term Debt, less current maturities Series 2010 Revenue Bond 116,180,000 116,180,000 0 Series 2013 Revenue Bond 172,630,000 172,630,000 0 0 Series 2014 Refunding 79,380,000 79,380,000 0 0 0 Series 2016 Revenue Bond 143,310,000 - 143,310,000 - 143,310,000 Unamortized Discount - Bond 2010 (1,981,822) (2,028,886) 47,064 47,064 Unamortized Discount - Bond 2013 (1,11,412) (1,440,950) 29,808 47,064 Unamortized Premium - Bond 2014 5,182,396 5,337,921 (1728,732) - (1,728,732) Unamortized Premium - Bond 2016 18,123,593 5,337,921 (155,525) 18,123,593 Notes Payable 9,399,196 11,459,972 (1,520,776) Unfunded Ret Liability (GASB 67/68) 34,464,075 34,047,740 416,335 416,335 Employee Annual Leave, Less Cur	*			
Total Current Liabilities 29,004,992 29,078,967 (73,975) Long Term Debt, less current maturities 8 Series 2010 Revenue Bond 116,180,000 116,180,000 0 Series 2013 Revenue Bond 172,630,000 172,630,000 0 Series 2014 Refunding 79,380,000 79,380,000 0 Series 2016 Revenue Bond 143,310,000 - 143,310,000 Unamortized Discount - Bond 2010 (1,981,822) (2,028,886) 47,064 Unamortized Discount - Bond 2013 (1,111,142) (1,440,950) 29,808 Unamortized Bond COI & Underwriters Discount (1,728,732) - (1,728,732) Unamortized Premium - Bond 2014 5,182,396 5,337,921 (155,525) Unamortized Premium - Bond 2016 18,123,593 18,123,593 Notes Payable 9,939,196 11,459,972 (1,520,776) Unfunded Ret Liability (GASB 67/68) 34,464,075 34,047,740 416,335 Employee Annual Leave, Less Current Portion 892,695 892,695 (0) TOTAL LIABILITIES 603,985,250 44	·			
Long Term Debt. less current maturities Series 2010 Revenue Bond 116,180,000 116,180,000 0 Series 2013 Revenue Bond 172,630,000 172,630,000 0 Series 2014 Refunding 79,380,000 79,380,000 0 Series 2016 Revenue Bond 143,310,000 - 143,310,000 Unamortized Discount - Bond 2010 (1,981,822) (2,028,886) 47,064 Unamortized Discount - Bond 2013 (1,411,142) (1,440,950) 29,808 Unamortized Bond COI & Underwriters Discount (1,728,732) - (1,728,732) Unamortized Premium - Bond 2014 5,182,396 5,337,921 (155,525) Unamortized Premium - Bond 2016 18,123,593 18,123,593 Notes Payable 9,939,196 11,459,972 (1,520,776) Unfunded Ret Liability (GASB 67/68) 34,464,075 34,047,740 416,335 Employee Annual Leave, Less Current Portion 892,695 892,695 0) TOTAL LIABILITIES 603,985,250 445,537,459 158,447,791 Deferred inflows from pension 3,152,255 3,568,590 (416,33				
Series 2010 Revenue Bond 116,180,000 116,180,000 0 Series 2013 Revenue Bond 172,630,000 172,630,000 0 Series 2014 Refunding 79,380,000 79,380,000 0 Series 2016 Revenue Bond 143,310,000 - 143,310,000 Unamortized Discount - Bond 2010 (1,981,822) (2,028,886) 47,064 Unamortized Discount - Bond 2013 (1,411,142) (1,440,950) 29,808 Unamortized Bond COI & Underwriters Discount (1,728,732) - (1,728,732) Unamortized Premium - Bond 2014 5,182,396 5,337,921 (155,525) Unamortized Premium - Bond 2016 18,123,593 18,123,593 18,123,593 Notes Payable 9,939,196 11,459,972 (1,520,776) Unfunded Ret Liability (GASB 67/68) 34,464,075 34,047,740 416,335 Employee Annual Leave, Less Current Portion 892,695 892,695 (0) TOTAL LIABILITIES 603,985,250 445,537,459 158,447,791 Deferred inflows from pension 3,152,255 3,568,590 (416,336) Net Assets 177,080,062 165,187,729 11,892,333 <td></td> <td>20,004,332</td> <td>20,070,307</td> <td>(13,313)</td>		20,004,332	20,070,307	(13,313)
Series 2013 Revenue Bond 172,630,000 172,630,000 0 Series 2014 Refunding 79,380,000 79,380,000 0 Series 2016 Revenue Bond 143,310,000 - 143,310,000 Unamortized Discount - Bond 2010 (1,981,822) (2,028,886) 47,064 Unamortized Discount - Bond 2013 (1,411,142) (1,440,950) 29,808 Unamortized Bond COI & Underwriters Discount (1,728,732) - (1,728,732) Unamortized Premium - Bond 2014 5,182,396 5,337,921 (155,525) Unamortized Premium - Bond 2016 18,123,593 18,123,593 18,123,593 Notes Payable 9,939,196 11,459,972 (1,520,776) Unfunded Ret Liability (GASB 67/68) 34,464,075 34,047,740 416,335 Employee Annual Leave, Less Current Portion 892,695 892,695 (0) TOTAL LIABILITIES 603,985,250 445,537,459 158,447,791 Deferred inflows from pension 3,152,255 3,568,590 (416,336) Net Assets 177,080,062 165,187,729 11,892,333		440 400 000	440 400 000	0
Series 2014 Refunding 79,380,000 79,380,000 0 Series 2016 Revenue Bond 143,310,000 - 143,310,000 Unamortized Discount - Bond 2010 (1,981,822) (2,028,886) 47,064 Unamortized Discount - Bond 2013 (1,411,142) (1,440,950) 29,808 Unamortized Bond COI & Underwriters Discount (1,728,732) - (1,728,732) Unamortized Premium - Bond 2014 5,182,396 5,337,921 (155,525) Unamortized Premium - Bond 2016 18,123,593 18,123,593 18,123,593 Notes Payable 9,939,196 11,459,972 (1,520,776) Unfunded Ret Liability (GASB 67/68) 34,464,075 34,047,740 416,335 Employee Annual Leave, Less Current Portion 892,695 892,695 (0) TOTAL LIABILITIES 603,985,250 445,537,459 158,447,791 Deferred inflows from pension 3,152,255 3,568,590 (416,336) Net Assets 177,080,062 165,187,729 11,892,333				
Series 2016 Revenue Bond 143,310,000 - 143,310,000 Unamortized Discount - Bond 2010 (1,981,822) (2,028,886) 47,064 Unamortized Discount - Bond 2013 (1,411,142) (1,440,950) 29,808 Unamortized Bond COI & Underwriters Discount (1,728,732) - (1,728,732) Unamortized Premium - Bond 2014 5,182,396 5,337,921 (155,525) Unamortized Premium - Bond 2016 18,123,593 - 18,123,593 Notes Payable 9,939,196 11,459,972 (1,520,776) Unfunded Ret Liability (GASB 67/68) 34,464,075 34,047,740 416,335 Employee Annual Leave, Less Current Portion 892,695 892,695 (0) TOTAL LIABILITIES 603,985,250 445,537,459 158,447,791 Deferred inflows from pension 3,152,255 3,568,590 (416,336) Net Assets 177,080,062 165,187,729 11,892,333				
Unamortized Discount - Bond 2013 (1,411,142) (1,440,950) 29,808 Unamortized Bond COI & Underwriters Discount (1,728,732) - (1,728,732) Unamortized Premium - Bond 2014 5,182,396 5,337,921 (155,525) Unamortized Premium - Bond 2016 18,123,593 18,123,593 Notes Payable 9,939,196 11,459,972 (1,520,776) Unfunded Ret Liability (GASB 67/68) 34,464,075 34,047,740 416,335 Employee Annual Leave, Less Current Portion 892,695 892,695 (0) TOTAL LIABILITIES 603,985,250 445,537,459 158,447,791 Deferred inflows from pension 3,152,255 3,568,590 (416,336) Net Assets 177,080,062 165,187,729 11,892,333	· · · · · · · · · · · · · · · · · · ·		-	143,310,000
Unamortized Bond COI & Underwriters Discount (1,728,732) - (1,728,732) Unamortized Premium - Bond 2014 5,182,396 5,337,921 (155,525) Unamortized Premium - Bond 2016 18,123,593 18,123,593 Notes Payable 9,939,196 11,459,972 (1,520,776) Unfunded Ret Liability (GASB 67/68) 34,464,075 34,047,740 416,335 Employee Annual Leave, Less Current Portion 892,695 892,695 (0) TOTAL LIABILITIES 603,985,250 445,537,459 158,447,791 Deferred inflows from pension 3,152,255 3,568,590 (416,336) Net Assets 177,080,062 165,187,729 11,892,333	Unamortized Discount - Bond 2010	(1,981,822)	(2,028,886)	47,064
Unamortized Premium - Bond 2014 5,182,396 5,337,921 (155,525) Unamortized Premium - Bond 2016 18,123,593 18,123,593 Notes Payable 9,939,196 11,459,972 (1,520,776) Unfunded Ret Liability (GASB 67/68) 34,464,075 34,047,740 416,335 Employee Annual Leave, Less Current Portion 892,695 892,695 (0) TOTAL LIABILITIES 603,985,250 445,537,459 158,447,791 Deferred inflows from pension 3,152,255 3,568,590 (416,336) Net Assets 177,080,062 165,187,729 11,892,333		(1,411,142)	(1,440,950)	29,808
Unamortized Premium - Bond 2016 18,123,593 18,123,593 Notes Payable 9,939,196 11,459,972 (1,520,776) Unfunded Ret Liability (GASB 67/68) 34,464,075 34,047,740 416,335 Employee Annual Leave, Less Current Portion 892,695 892,695 (0) TOTAL LIABILITIES 603,985,250 445,537,459 158,447,791 Deferred inflows from pension 3,152,255 3,568,590 (416,336) Net Assets 177,080,062 165,187,729 11,892,333			-	
Notes Payable 9,939,196 11,459,972 (1,520,776) Unfunded Ret Liability (GASB 67/68) 34,464,075 34,047,740 416,335 Employee Annual Leave, Less Current Portion 892,695 892,695 (0) TOTAL LIABILITIES 603,985,250 445,537,459 158,447,791 Deferred inflows from pension 3,152,255 3,568,590 (416,336) Net Assets 177,080,062 165,187,729 11,892,333			5,337,921	
Unfunded Ret Liability (GASB 67/68) 34,464,075 34,047,740 416,335 Employee Annual Leave, Less Current Portion 892,695 892,695 (0) TOTAL LIABILITIES 603,985,250 445,537,459 158,447,791 Deferred inflows from pension 3,152,255 3,568,590 (416,336) Net Assets 177,080,062 165,187,729 11,892,333			11 450 072	
Employee Annual Leave, Less Current Portion 892,695 892,695 (0) TOTAL LIABILITIES 603,985,250 445,537,459 158,447,791 Deferred inflows from pension 3,152,255 3,568,590 (416,336) Net Assets 177,080,062 165,187,729 11,892,333				
Deferred inflows from pension 3,152,255 3,568,590 (416,336) Net Assets 177,080,062 165,187,729 11,892,333	· · · · · · · · · · · · · · · · · · ·			
Net Assets 177,080,062 165,187,729 11,892,333	TOTAL LIABILITIES	603,985,250	445,537,459	158,447,791
	Deferred inflows from pension	3,152,255	3,568,590	(416,336)
Total Liabilities and Net Assets and Deferred Inflows from Pension 784,217,567 614,293,778 169,923,789	Net Assets	177,080,062	165,187,729	11,892,333
	Total Liabilities and Net Assets and Deferred Inflows from Pension	784,217,567	614,293,778	169,923,789

GUAM WATERWORKS AUTHORITY Statement of Operations and Retained Earnings (Unaudited) Comparative Budget vs. Actual for the period ending April 30, 2016

SCHEDULE B

			_	
	Rudget	Mont Encumbered	h to Date	Variance Increase /
	Budget April-16	April-16	Actual (Unaudited) April-16	(Decrease)
OPERATING REVENUES	April-10	April-10	April-10	(Decrease)
Water Revenues	5,502,025		5,157,711	(344,314)
Wastewater Revenues	3,119,749		3,066,917	(52,832)
Legislative Surcharge	243,520		208,733	(34,787)
Other Revenues	89,448		35,641	(53,807)
System Development Charge	101,434		277,146	175,712
Total Operating Revenues	9,056,177		8,746,148	(310,029)
OPERATING AND MAINTENANCE EXPENSES	E24.204		450 444	(02.242)
Water Purchases Power Purchases	521,384 1,445,365		458,141 840.826	(63,243) (604,539)
Total Utility Costs	1,966,749		1,298,967	(667,782)
Total Stilly SSSS	1,000,140		1,200,007	(001,102)
Salaries and Wages	1,566,715		1,423,159	(143,556)
Pension and Benefits	405,518		393,896	(11,622)
Total Salaries and Benefits	1,972,233		1,817,055	(155,178)
Capitalized Labor and Benefits	(83,333)		(163,448)	(80,114)
Net Salaries and Benefits	1,888,899		1,653,607	(235,292)
Administrative and General Expenses	1,000,000		1,000,007	(200,202)
Sludge removal	152,227		119,748	(32,479)
Chemicals	250,082	-	168,154	(81,928)
Materials & Supplies	418,799	126,486	148,262	(144,051)
Transportation	54,997	15,230	36,730	(3,037)
Communications	15,946	5,471	9,919	(556)
Claims	15,500	-	-	(15,500)
Insurance	104,757	-	101,042	(3,714)
Training & Travel	18,006	-	10,342	(7,664)
Advertising	18,527	-	23,967	5,440
Miscellaneous	37,030	-	67,842	30,812
Total Administrative and General Expense	1,085,870	147,187	686,005	(252,678)
Regulatory Expense	61,376	-	14,234	(47,142)
Bad Debts Provision (net of recoveries)	62,500	-	62,496	(4)
Depreciation Expense	1,485,000	-	1,485,000	0
Contractual Expense				
Contractual-Audit & Computer Maint.	105,508	-	142,307	36,799
Building rental	51,080	-	28,727	(22,353)
Equipment rental	70,651	-	53,650	(17,001)
Contractual-Legal Contractual-Lab	601 54,122	19,284	397 32,160	(204)
	460,381		·	(2,678)
Contractual-Other Total Contractual Expense	742,343	165,701 184,985	100,890 358,131	(193,790) (199,227)
Retiree Supp. Annuities and health care costs	193,114	104,900	235,723	42,609
Contribution to Government of Guam	48,285	-	48,667	382
Total Retiree Benefits	241,399		284,389	42,991
Total Operating Expenses	7,534,137	332,173	5,842,829	(1,359,135)
Earnings (Loss) from Operations	1,522,040	,	2,903,319	1,381,279
Interest Income-2010/13/14/16 Series Bond	1,029		2,638	1,609
Interest Income-Other Funds	642		1,147	505
Interest Expense- 2010/13/14/16 Series Bond	(2,335,224)		(2,269,317)	65,907
Interest Expense- ST BOG	(58,305)		(66,501)	(8,197)
Federal Expenditures	-			0
Loss on Asset Disposal	-		-	0
AFUDC	250,000		462,937	212,937
Amortization of Discount, Premium and Issuance Costs	(291,667)		(283,886)	7,781
Loss on Defeasance Bond05 Refunding	-		(19,483)	(19,483)
Deferred outflows from pension	-		(66,928)	(66,928)
Prior Year Adjustment	(0.400.505)		(2.220.202)	104 133
Total non-operating revenues (expenses) Net Income (Loss) before capital contributions	(2,433,525) (911,485)		(2,239,393) 663,925	194,132 1,575,410
Capital Contributions	(911,403)		003,923	1,373,410
Grants from US Government	250,000		852,815	602,815
Grants from GovGuam & Others	230,000		63,126	63,126
Other Contributions	_		-	00,120
Total Capital Contributions	250,000		915,941	665,941
Change in Net Assets	(661,485)		1,579,866	2,241,351
·				
Debt Service Calculation				
Earnings From Operations	1,522,040		2,903,319	
System Development Charge	(101,434)		(277,146)	
Interest/Investment Income	642		1,147	
Depreciation	1,485,000		1,485,000	
Balance Available for Debt Service per Section 6.12	2,906,248		4,112,320	
Working Capital Reserve Available for Debt Service	382,083		382,083	
Transfer to Working Capital Debt Service Reserve				
Balance Available for Debt Service inclusive of reserves	3,288,331		4,494,403	
Debt Service				
Principal	452,703		409,167	
Interest	1,402,897		1,637,360	
Total	1,855,600		2,046,526	
Debt Service Coverage inclusive of reserves (PUC)	1.77		2.20	
Debt Service Coverage (1.25X)- per Section 6.12 (Indenture)	1.57	-	2.01	

GUAM WATERWORKS AUTHORITY Statement of Operations and Retained Earnings (Unaudited) Comparative for the period ending April 30, 2016 and 2015

SCHEDULE C

	Month to l Actual (Unaudited) April-16	Date Actual (Audited) April-15	Variance Increase / (Decrease)
OPERATING REVENUES	•		,
Water Revenues	5,157,711	4,728,839	428,872
Wastewater Revenues	3,066,917	2,723,275	343,642
Legislative Surcharge Other Revenues	208,733 35,641	233,169 58,888	(24,436) (23,247)
System Development Charge	277,146	98,438	178,708
Total Operating Revenues	8,746,148	7,842,609	903,539
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	458,141	424,906	33,235
Power Purchases	840,826	1,168,871 1,593,777	(328,045)
Total Utility Costs	1,298,967	1,393,777	(294,810)
Salaries and Wages	1,423,159	1,465,840	(42,681)
Pension and Benefits	393,896	76,897	316,999
Total Salaries and Benefits	1,817,055	1,542,737	274,318
Capitalized Labor and Benefits	(163,448)	(195,390)	31,942
Net Salaries and Benefits Administrative and General Expenses	1,653,607	1,347,347	306,260
Sludge removal	119,748	111,981	7,767
Chemicals	168,154	166,875	1,278
Materials & Supplies	148,262	113,980	34,281
Transportation	36,730	38,531	(1,801)
Communications	9,919	16,509	(6,590)
Claims	404.040	5,814	(5,814)
Insurance Training & Travel	101,042 10,342	103,057 12,270	(2,015) (1,928)
Advertising	23,967	7.464	16,503
Miscellaneous	67,842	41,406	26,436
Total Administrative and General Expense	686,005	617,887	68,118
Regulatory Expense	14,234	36,036	(21,803)
Bad Debts Provision (net of recoveries)	62,496	81,687	(19,191)
Depreciation Expense Contractual Expense	1,485,000	1,211,950	273,050
Contractual Expense Contractual-Audit & Computer Maint.	142,307	35,389	106,919
Building rental	28,727	3,414	25,313
Equipment rental	53,650	19,040	34,610
Contractual-Legal	397	11	386
Contractual-Lab	32,160	40,089	(7,929)
Contractual-Other Total Contractual Expense	100,890 358,131	134,830 232,772	(33,940) 125,359
Retiree Supp. Annuities and health care costs	235,723	242,258	(6,536)
Contribution to Government of Guam	48,667	48,667	0
Total Retiree Benefits	284,389	290,925	(6,536)
Total Operating Expenses	5,842,829	5,412,381	430,448
Earnings (Loss) from Operations	2,903,319	2,430,228	473,091
Interest Income-2010/13/14/16 Series Bond Interest Income-Other Funds	2,638	1,582	1,056
Interest Expense - 2010/13/14/16 Series Bond	1,147 (2,269,317)	375 (1,639,914)	772 (629,403)
Interest Expense- ST BOG	(66,501)	(98,853)	32,352
Federal Expenditures	-	(224,303)	224,303
Loss on Asset Disposal	-	(18,501)	18,501
AFUDC	462,937	815,988	(353,051)
Amortization of Discount, Premium and Issuance Costs Loss on Defeasance Bond05 Refunding	(283,886)	-	(283,886)
Deferred outflows from pension	(19,483) (66,928)	-	(19,483) (66,928)
Prior Year Adjustment	-	(18,453)	18,453
Total non-operating revenues (expenses)	(2,239,393)	(1,182,079)	(1,057,315)
Net Income (Loss) before capital contributions	663,925	1,248,149	(584,223)
Capital Contributions	050.045	000.040	500 500
Grants from US Government Grants from GovGuam & Others	852,815	292,219	560,596
Other Contributions	63,126	6,667	56,459
Total Capital Contributions	915,941	298,886	617,055
Change in Net Assets	1,579,866	1,547,035	32,831
Debt Service Calculation	0.000.010	0.400.000	
Earnings From Operations System Development Charge	2,903,319 (277,146)	2,430,228 (98,438)	
Interest/Investment Income	1,147	(90,438)	
Depreciation	1,485,000	1,211,950	
Balance Available for Debt Service per Section 6.12	4,112,320	3,544,115	
Working Capital Reserve Available for Debt Service	382,083	382,083	
Transfer to Working Capital Debt Service Reserve	-		
Balance Available for Debt Service inclusive of Reserves Debt Service	4,494,403	3,926,198	
Principal	409,167	377,917	
Interest	1,637,360	867,054	
Total	2,046,526	1,244,971	
Debt Service Coverage inclusive of reserves (PUC)	2.20	3.15	
Debt Service Coverage (1.25X)- per Section 6.12 (Indenture)	2.01	2.85	

GUAM WATERWORKS AUTHORITY Statement of Operations and Retained Earnings (Unaudited) Comparative Budget vs. Actual for the period ending April 30, 2016

SCHEDULE D

·	Budget April-16	Year to Encumbered April-16	Date Actual (Unaudited) April-16	Variance Increase / (Decrease)
OPERATING REVENUES		·		,
Water Revenues	38,514,175		38,209,869	(304,306)
Wastewater Revenues Legislative Surcharge	21,838,246 1,704,643		22,326,060 1,704,265	487,814 (378)
Other Revenues	626,134		266,694	(359,440)
System Development Charge	710,039		1,035,995	325,956
Total Operating Revenues	63,393,237		63,542,882	149,645
OPERATING AND MAINTENANCE EXPENSES Water Purchases	3,649,686		3,693,036	43,350
Power Purchases	10,117,557		6,632,484	(3,485,073)
Total Utility Costs	13,767,244		10,325,520	(3,441,723)
.				,,
Salaries and Wages Pension and Benefits	10,967,002 2,838,627		9,898,632 2,773,458	(1,068,369) (65,169)
Total Salaries and Benefits	13,805,629		12,672,090	(1,133,538)
Capitalized Labor	(583,333)		(1,144,134)	(560,801)
Net Salaries and Benefits	13,222,295		11,527,956	(1,694,339)
Administrative and General Expenses Sludge removal	1,065,587		901,203	(164,384)
Chemicals	1,750,571	166,226	1,087,744	(496,601)
Materials & Supplies	2,931,596	878,483	1,105,466	(947,647)
Transportation	384,978	4,029	356,852	(24,098)
Communications Claims	111,624	35,137	73,333	(3,155)
Insurance	108,500 733.296	-	14,715 707,368	(93,785) (25,928)
Training & Travel	126,042	27,614	35,300	(63,128)
Advertising	129,687	49,162	55,533	(24,992)
Miscellaneous	259,210	-	528,984	269,774
Total Administrative and General Expense Regulatory Expense	7,601,091 429,631	1,160,650	4,866,497 95,986	(1,573,944) (333,646)
Bad Debts Provision	437,500	<u>-</u>	437,479	(21)
Depreciation Expense	10,395,000	-	10,395,000	0
Contractual Expense				_
Contractual-Audit & Computer Maint.	738,555	176,120	494,646	(67,789)
Building rental Equipment rental	357,561 494,556	- 251,089	200,651 243,059	(156,910) (408)
Contractual-Legal	4,204	435	18,253	14,484
Contractual-Lab	378,857	42,345	77,356	(259,156)
Contractual-Other	3,222,670	568,396	666,798	(1,987,476)
Total Contractual Expense Retiree Supp. Annuities and health care costs	5,196,403 1,351,797	1,038,385	1,700,763 1,572,589	(2,457,255) 220,792
Contribution to Government of Guam	337,995		340,667	2,672
Total Retiree Benefits	1,689,792		1,913,256	(223,463)
Total Operating Expenses	52,738,956	2,199,034	41,262,458	(9,724,391)
Earnings (Loss) from Operations Interest Income-2010/13/14/16 Series Bond	10,654,281 7,201	(2,199,034)	22,280,424 11,326	11,626,143 4,125
Interest Income-2010/13/14/16 Series Borid	4,493		7,565	3,073
Interest Expense - 2010/13/14/16 Series Bond	(16,346,568)		(12,721,916)	3,624,652
Interest Expense- ST BOG	(408,134)		(471,070)	(62,936)
Federal Expenditures	-		(646,126)	(646,126) 0
Loss on Assets Disposal AFUDC	1,750,000		3,240,560	1,490,560
Amortization of Discount, Premium and Issuance Costs	(2,041,667)		(510,311)	1,531,356
Loss on Defeasance Bond05 Refunding	-		(136,381)	(136,381)
Deferred outflows from pension	-		(468,497)	(468,497)
Prior Year Adjustment Total non-operating revenues (expenses)	(17,034,676)		(485,327) (12,180,176)	(485,327) 4,854,499
Net Income (Loss) before capital contributions	(6,380,394)		10,100,248	16,480,642
Capital Contributions				
Grants from US Government	1,750,000		1,527,972	(222,029)
Grants from GovGuam & Others Other Contributions	-		264,114	264,114 0
Total Capital Contributions	1,750,000		1,792,085	42,085
Change in Net Assets	(4,630,394)		11,892,333	16,522,728
Polit Comitoe Colombitor				
Debt Service Calculation Earnings From Operations	10,654,281		22,280,424	
System Development Charge	(710,039)		(1,035,995)	
Interest/Investment Income	4,493		7,565	
Depreciation	10,395,000	_	10,395,000	
Balance Available for Debt Service per Section 6.12 Working Capital Reserve for Debt Service	20,343,735 2,674,583	-	31,646,995 2,674,583	
Transfer to Working Capital Debt Service Reserve	2,074,303		2,074,303	
Balance Available for Debt Service inclusive of Reserves Debt Service	23,018,318	-	34,321,578	
Principal	3,168,918		2,864,167	
Interest	9,820,281	_	10,294,170	
Total	12,989,198	_	13,158,336	
Debt Service Coverage inclusive of reserves (PUC)	1.77	-	2.61	
Debt Service Coverage (1.25X)- per Section 6.12 (Indenture)	1.57	_	2.41	

GUAM WATERWORKS AUTHORITY Statement of Operations and Retained Earnings (Unaudited) Comparative for the period ending April 30, 2016 and 2015

SCHEDULE E

		_	Vaul
	Year to Date ACTUAL (Unaudited)	e ACTUAL (Audited)	Variance Increase /
	April-16	April-15	(Decrease)
OPERATING REVENUES	00 000 000	22 404 070	F 407 007
Water Revenues Wastewater Revenues	38,209,869 22,326,060	33,101,872 19,062,923	5,107,997 3,263,137
Legislative Surcharge	1,704,265	1,632,184	72,080
Other Revenues	266,694	412,217	(145,522)
System Development Charge	1,035,995	689,065 54,898,261	346,930 8,644,622
Total Operating Revenues OPERATING AND MAINTENANCE EXPENSES	63,542,882	54,898,261	8,044,022
Water Purchases	3,693,036	2,974,342	718,694
Power Purchases	6,632,484	8,182,095	(1,549,610)
Total Utility Costs	10,325,520	11,156,437	830,916
Salaries and Wages	9,898,632	10,260,880	(362,248)
Pension and Benefits	2,773,458	538,279	2,235,179
Total Salaries and Benefits	12,672,090	10,799,159	(1,872,931)
Capitalized Labor and Benefits Net Salaries and Benefits	(1,144,134) 11,527,956	(1,367,731) 9,431,428	223,597 (2,096,528)
Administrative and General Expenses	11,027,000	0,401,420	(2,000,020)
Sludge removal	901,203	783,864	117,339
Chemicals	1,087,744	1,168,128	(80,384)
Materials & Supplies Transportation	1,105,466 356,852	797,863 269,717	307,603 87,135
Communications	73,333	115,560	(42,227)
Claims	14,715	40,696	(25,982)
Insurance	707,368	721,400	(14,031)
Training & Travel	35,300	85,890	(50,590)
Advertising Miscellaneous	55,533 528,984	52,250 289,843	3,283 239,141
Total Administrative and General Expense	4,866,497	4,325,211	(541,286)
Regulatory Expense	95,986	252,254	(156,268)
Bad Debts Provision	437,479	571,808	(134,329)
Depreciation Expense	10,395,000	8,483,648	1,911,352
Contractual Expense Contractual-Audit & Computer Maint.	494,646	247,720	246,927
Building rental	200,651	23,896	176,755
Equipment rental	243,059	133,277	109,782
Contractual-Legal	18,253	80	18,173
Contractual-Lab Contractual-Other	77,356 666,798	280,622 943,811	(203,266) (277,013)
Total Contractual Expense	1,700,763	1,629,406	(71,357)
Retiree Supp. Annuities and health care costs	1,572,589	1,695,809	(123,220)
Contribution to Government of Guam	340,667	340,667	0
Total Retriree Benefits	1,913,256	2,036,476	123,220
Total Operating Expenses Earnings (Loss) from Operations	41,262,458 22,280,424	37,886,668 17,011,593	(3,375,790) 5,268,831
Interest Income-2010/13/14/16 Series Bond	11,326	11,075	251
Interest Income-Other Funds	7,565	2,627	4,939
Interest Expense - 2010/13/14/16 Series Bond Interest Expense- ST BOG	(12,721,916)	(11,479,397)	(1,242,519)
Federal Expenditures	(471,070) (646,126)	(691,972) (1,570,121)	220,902 923,995
Loss on Assets Disposal	-	(129,507)	129,507
AFUDC	3,240,560	5,711,916	(2,471,356)
Amortization of Discount, Premium and Issuance Costs	(510,311)	-	(510,311)
Loss on Defeasance Bond05 Refunding	(136,381)	-	(136,381)
Deferred outflows from pension	(468,497)	-	(468,497)
Prior Year Adjustment	(485,327)	(129,172)	(356,154)
Total non-operating revenues (expenses)	(12,180,176)	(8,274,551) 8,737,042	(3,905,625)
Net Income (Loss) before capital contributions Capital Contributions	10,100,248	0,737,042	1,363,206
Grants from US Government	1,527,972	2,045,533	(517,562)
Grants from GovGuam & Others	264,114	46,669	217,445
Other Contributions			0
Total Capital Contributions Change in Net Assets	1,792,085 11,892,333	2,092,202 10,829,244	(300,117) 1,063,090
	11,002,000	10,020,277	1,000,000
Debt Service Calculation			
Earnings From Operations	22,280,424	17,011,593	
System Development Charge	(1,035,995)	(689,065)	
Interest/Investment Income Depreciation	7,565 10,395,000	2,627 8,483,648	
Balance Available for Debt Service per Section 6.12	31,646,995	24,808,803	
Working Capital Reserve Available for Debt Service	2,674,583	2,674,581	
Transfer to Working Capital Debt Service Reserve		-	
Balance Available for Debt Service inclusive of Reserves	34,321,578	27,483,384	
Debt Service			
Principal	2,864,167	2,645,417	
Interest	10,294,170	6,263,791	
Total	13,158,336	8,909,208	
Debt Service Coverage inclusive of reserves (PUC) Debt Service Coverage (1.25X)- per Section 6.12 (Indenture)	2.61	3.08	
Debt Service Coverage (1.23A)- per Section 6.12 (indenture)	2.41	2.78	_

SCHEDULE F

Bond Co	<u>ompliance</u>		(\$\$\$) <u>Per Indenture</u>	As of 04/30/16 (\$\$\$) Bond 2010/2013/2014/2016
	Revenues Collected sweep from BOG (Daily) and all banks (Thursdays)	Collections		2010/2010/2014/2010
	Operation and Maintenance Fund-BOG	Equivalent to 55 days of the annual O&M budget less depreciation	\$10.5M	\$10.5M
•	Debt Service Fund - US Bank	Principal and Interest payment based on the amortization schedule (1/2 of the annual debt service)	\$12.3M	\$10.6M
•	Bond Reserve Fund - US Bank	Fully funded- Principal and Interest (Bond Series 2010, 2013, 2014 Refunding and 2016)	\$34.9M	\$34.9M
•	Operation, Maintenance, Renewal and Replacement Reserve Fund-BOG Trust	Equivalent to 1/4 of the annual O&M budget & CIP budget to be funded in 5 years (\$2M/year)	\$14.8M	\$17.4M
•	Capital Improvement Fund & BOG Reserves	Balance remaining in the Revenue Fund after the foregoing deposits		\$3.8K
•	Capitalized Interest Fund			\$11.5M

GUAM WATERWORKS AUTHORITY Restricted and Unrestricted Cash Summary FY 2016

Restricted and Unrestricted Cash Summary			
FY 2016			SCHEDULE G
	Unaudited	Audited	Increase
Description	April 30, 2016	September 30, 2015	(Decrease)
UNRESTRICTED			
Change Fund	2,000	2,000	0
Petty Cash	5,000	5,000	0
BOG - General Fund	6,006,222	5,120,938	885,284
BOG - Credit Card-Sweep	-		0
BOG - On Line Payment	199	196	4
BOG - PRN Payroll	874,376	24,253	850,123
BOG - Sweep Account	286	-	286
BOG - Customer Refunds	997,371	322,174	675,197
Bank of Hawaii	3,735	8,247	(4,512)
ANZ Bank	(1,976)	(2,175)	199
First Hawaiian Bank	30,783	10,844	19,939
Bank Pacific	12,718	10,581	2,137
Community First FCU	3,134	2,893	242
Sub-total Unrestricted	7,933,849	5,504,949	2,428,900
DESTRICTED			
RESTRICTED BOG - DRN Moratorium	E 155	E AEF	^
BOG - PRN Moratorium Bank Pacific - Surcharge	5,455 119,627	5,455	0 (157,262)
Bank Pacific - Surcharge Bank Pacific - Escrow Deposit		276,889	
BOG Emergency Reserve Fund	627,845 6,111	648,433 6,107	(20,588) 4
BOG - Revenue Trust	898,693	478,339	420,354
BOG Revenue Trust Fund	8,648,191	6,590,210	2,057,981
BOG Capital Improvement Fund	3,894	3,865	2,037,981
BOG-O & M Reserve	4,050,000	1,750,000	2,300,000
BOG-Debt Service Reserve	4,585,274	4,585,000	274
BOG-CAPEX Reserve	10,348,532	2,900,000	7,448,532
BOG Sewer Hookup Revolving Fund	72,813	84,684	(11,871)
BOG Short Term Loan DSF	-	1,955	(1,955)
BOG Subord. Sec. Fund	859,233	859,233	0
BOG Operation and Maintenance Fund	3,083,482	3,083,482	0
·	33,309,151	21,273,651	12,035,499
POO - 0PO Provide	0.004.500	7,000,407	004 400
BOG - SDC Deposit	8,201,528	7,820,107	381,422
Total Restricted	41,510,679	29,093,758	12,416,921
Best-State I Fore In			
Restricted Funds			/ ·
BOG Series 13 CAP I Fund	-	2,334,792	(2,334,792)
BOG Series 14 Refunding Construction Fund	872,947	894,965	(22,017)
BOG Series 05 OMRRRF Fund	17,423,213	14,753,392	2,669,821
BOG Series 13 Construction Fund	13,665,283	17,726,953	(4,061,670)
BOG Series 16 Construction Fund	117,925,376	125,495,989	(7,570,613)
BOG Series 16 Construction Fund	140,020,844	-	140,020,844
BOG Series 16 Cap Int Fund	11,464,913	-	11,464,913
BOG Series 16 COI Fund	54,239 301,426,816	161 206 001	54,239 140,220,725
Total Restricted - Held by Trustee	301,420,010	161,206,091	140,220,723
USB Series 2010 Debt Service Fund	3 483 080	2.016.050	1,467,030
USB Series 2010 Debt Service Reserve Fund	3,483,080	2,016,050	1,467,030
USB Series 2013 Debt Service Fund	7,566,460 3,110,723	7,566,460 1,165,573	1,945,150
USB Series 2013 Debt Service Reserve Fund	12,031,688	12,031,688	1,943,130
USB Series 2014 Refunding Debt Service Fund	4,047,489	1,790,607	2,256,881
USB Series 2014 Refunding Debt Service Reserve Fund	7,707,628	7,707,602	2,230,001
USB Series 2016 Debt Service Fund		7,707,002	0
USB Series 2016 Debt Service Reserve Fund	7,582,725	_	7,582,725
Total Investments	45,529,793	32,277,981	13,251,812
	-0,023,133	02,211,001	10,201,012
Total Restricted and Unrestricted Cash	396,401,136	228,082,779	168,318,358
	-	· · · · · · · · · · · · · · · · · · ·	

	SCHEDULE H
Guam Waterworks Authority Statement of Cash Flows (Unaudited) FY 2016	YTD Apr 2016
Increase (decrease) in cash	
Cash flows from operating activities:	
Cash received from trade and others	62,835,172
Cash payments to suppliers/contractors for goods and services	(17,488,236)
Cash payments to employees for services	(13,434,878)
Net cash provided by operating activities	31,912,058
Cash flows from capital and related financing activities:	
Contributed capital received (grants)	1,145,959
Acquisition of utility plant	(9,670,996)
Repayment of Long Term Debt	158,105,432
Interest expense	(13,192,986)
Net cash provided by (used in) capital and related financing activities	136,387,409
Cash flows from investing activities:	
Transfers from (to) restricted fund	(165,889,459)
Interest income received	18,891
Net cash provided by investing activities	(165,870,568)
Net increase (decrease) in cash	2,428,900
Unrestricted cash at beginning of the period	5,504,949
Unrestricted cash at end of period	7,933,849
Reconciliation of operating loss to net cash provided by operating activities:	
Operating Income (loss)	21,244,429
Adjustments to reconcile to net cash provided by operating activities:	40.005.000
Depreciation expense	10,395,000
Other Expense/income	(456,382)
(Increase) decrease in assets: Accounts receivable	395,530
Materials and supplies inventory	(31,021)
Other Assets	438,477
Increase (decrease) in liabilities:	.50,
Accounts payable, Contractors, Retention & Escrow Deposit	(147,555)
Accrued payroll	6,334
Customer deposits	67,246
Net cash provided by operating activities	31,912,058

Guam Waterworks Authority Accounts Receivable - Government April 30, 2016

SCHEDULE I

April 30, 2010				AGING			
		Current					Outstanding
Customer Name	No of Accounts	Balance	31-60 days	61-90 days	91-120 days	Over 120 days	Bal.
GUAM INT'L AIRPORT AUTHORITY	10	27,743.52	22,994.54	55,782.59	27,249.35	84,144.73	217,914.73
UNIVERSITY OF GUAM	3	10,793.51	3,268.59	2,808.46	4,972.52	59,548.30	81,391.38
PORT AUTHORITY OF GUAM	1	40,399.25	33,696.13	-	-	-	74,095.38
GUAM POWER AUTHORITY	15	14,381.29	347.64	187.26	-	-	14,916.19
GUAM MEMORIAL HOSPITAL AUTHORITY	2	3,812.96	126.17	126.17	-	-	4,065.30
GUAM HOUSING & URBAN RENEWAL AUTH	1 6	1,115.76	21.64	21.64	21.64	177.93	1,358.61
GUAM HOUSING CORPORATION	1	26.11	-	-	-	-	26.11
AUTONOMOUS AGENCIES	38	98,272.40	60,454.71	58,926.12	32,243.51	143,870.96	393,767.70
DEPT OF EDUCATION	45	512,223	37,798	42,898	29,527	161.332	783,778
DEPT OF CORRECTIONS	8	112,542	6,026	2,452	23,929	-	144,949
GUAM VETERANS AFFAIRS OFFICE	2	13.715	7,122	5,397	26,143	76,235	128,611
DEPT OF PUBLIC HEALTH & SOCIAL SERVI		1.674	1.158	599	480	102,090	106,001
DEPT OF CHAMORRO AFFAIRS	9	17,514	12,400	9,565	59	-	39,537
MAYORS' COUNCIL OF GUAM	40	18,953	7,883	2,315	590	1,226	30,967
DEPT OF PUBLIC WORKS	9	9,314	4.396	2,411	5.787	152	22,060
GUAM FIRE DEPARTMENT	7	7,451	3,022	· -	-	-	10,474
DEPT OF AGRICULTURE	2	3,668	1,270	149	-	-	5,087
DEPT OF PARKS & RECREATION	12	3,990	63	17	-	-	4,069
DEPT OF YOUTH AFFAIRS	4	1,590	25	47	64	97	1,824
GUAM POLICE DEPARTMENT	1	1,590	-	-	-	-	1,590
DIVISON OF SENIOR CITIZENS, DPH&SSS	1	215	255	145	-	-	615
DIVISON OF SENIOR CITIZENS, DPH&SS	1	223	225	126	-	-	573
DEPT OF ADMINISTRATION	1	271	129	-	-	-	400
OFFICE OF CIVIL DEFENSE	1	381	-	-	-	-	381
GUAM PUBLIC LIBRARY	3	106	25	-	-	-	131
MERIZO MAYOR	1	22	1	-	-	-	23
GUAM ENVIROMENTAL PROTECTION AGEN	1	19	-	-	-	-	19
LINE AGENCIES	153	705,461	81,797	66,121	86,579	341,131	1,281,088
TOTAL APRIL 30, 2016	191	803,733	142,252	125,047	118,822	485,002	1,674,856

GUAM WATERWORKS AUTHORITY 2010 Series Bond Project Status As of April 30, 2016

SCHEDULE J

		ORIGINAL						TOTAL EXPENDITURES		Cons	truction fund
PROJECT NAME		APPROVED DJECT COST	Adj	usted Project Cost	EXPENDITURES AS OF 04/30/16		UTSTANDING	AND ENCUMBRANCES	UNOBLIGATED PROJECT COST		balance OF 04/30/16
Ground Water Disinfection	\$	-	\$	500,000	\$ 438,141		61,859	\$ 500,000	\$ 0	\$	61,859
"A" Series Well Transmission Line	\$	600,000	\$	600,000	\$ 460,580			\$ 518,144	\$ 81,856	\$	139,420
Water Booster Pump Station	\$	500,000	\$	500,000	\$ 418,844			\$ 500,000	\$ (0)	\$	81,156
Meter Replacement Program	\$	2,500,000	\$	10,300,000	\$ 10,253,245	\$	20,383	\$ 10,273,628	\$ 26,372	\$	46,755
Barrigada Tank Repair/Replacement	\$	-	\$	5,450,000	\$ 5,442,302	\$	7,698	\$ 5,450,000	\$ 0	\$	7,698
Leak Detection			\$	200,000	\$ -	\$	200,000	\$ 200,000	\$ -	\$	200,000
Potable Water System Planning	\$	200,000	\$	200,000	\$ 178,176	\$		\$ 200,000	\$ -	\$	21,824
Implement Ground Water Rule			\$	1,700,000	\$ 1,444,088			\$ 1,700,000	\$ 1	\$	255,912
Brigade II (Ugum Lift) BPS Upgrade	\$	1,200,000	\$	1,700,000	\$ 77,194	\$	197,993	\$ 275,187	\$ 1,424,813	\$	1,622,806
Deep Well Rehabilitation	\$	548,000	\$	548,000	\$ 548,000	\$	-	\$ 548,000	\$ -	\$	-
New Deep Wells at Down Hard	\$	3,773,000	\$	1,773,000	\$ 451,649	\$	-	\$ 451,649	\$ 1,321,351	\$	1,321,351
Rehabilitation of Asan Springs	\$	900,000	\$	900,000	\$ 188,771	\$	114,621	\$ 303,391	\$ 596,609	\$	711,229
Master Meters	\$	1,600,000	\$	1,600,000	\$ 1,138,772			\$ 1,591,094	\$ 8,906	\$	461,228
Ugum Water Treatment Plant Intake	\$	3,670,000	\$	700,000	\$ 543,382	\$	156,618	\$ 700,000	\$ -	\$	156,618
Water Wells	\$	2,000,000	\$	-	\$ -			\$ -	\$ -	\$	-
Water Distribution System	\$	384,000	\$	3,200,000	\$ 3,046,441	\$	11,473	\$ 3,057,914	\$ 142,086	\$	153,559
Pressure Zone Realignment /	\$	3,550,000	\$	-	\$ -			\$ -	\$ -	\$	-
Northern System Water Distribution	\$	2,725,000	\$	-	\$ -	Ψ	-	\$ -	\$ -	\$	-
Central Water Distribution System 2005	\$	1,200,000	\$	900,000	\$ 576,835	\$	47,318	\$ 624,152		\$	323,165
Southern Water Distribution System	\$	1,800,000	\$	-	\$ -			\$ -	\$ -	\$	-
Mechanical/Electrical Equipment	\$	1,360,000	\$	1,200,000	\$ 1,053,488			\$ 1,200,000	\$ (0)	\$	146,512
Water Reservoir Internal/External	\$	500,000	\$	2,000,000	\$ 801,280	\$	552,287	\$ 1,353,567	\$ 646,433	\$	1,198,720
Water Reservoir Internal/External	\$	2,400,000	\$	-	\$			\$ -	\$ -	\$	-
Water System Reservoirs 2005 Improvements	\$	11,697,000	\$	1,050,000	\$ 1,050,000			\$ 1,050,000	\$ -	\$	(0)
Distribution System Upgrades	\$	3,182,000	\$	500,000	\$ 449,046	\$	25,114	\$ 474,160	\$ 25,840	\$	50,954
Ugum Water Treatment Plant Reservoir	\$	3,672,000	\$	-	\$ -			\$ -	\$ -	\$	-
Water Audit Program & Water Loss Control Plan			\$	100,000	\$ 15,031			\$ 78,459	\$ 21,541	\$	84,970
Production Plan / Reduce Navy Purchases			\$	100,000	\$ 94,286			\$ 100,000	\$ -	\$	5,714
Hydraulic Asessment of Tank			\$	500,000	\$ 459,411			\$ 470,000	\$ 30,000	\$	40,589
Agana Heights & Chaot Tanks			\$	4,700,000	\$ 3,607,876			\$ 4,700,000	\$ -	\$	1,092,124
Tank Major Repair Yigo#1 Mangilao#2 Agat#2			\$	2,400,000	\$ 1,636,787	\$	211,227	\$ 1,848,013	\$ 551,987	\$	763,213
Tank Major Repair Yigo#1 Mangilao#2 Agat#2			\$	-				\$ -	\$ -	\$	-
Assessment of malojloj Elevetad & Yigo Elevated			\$	200,000				\$ 200,000	\$ -	\$	199,023
Public Water System Asser Inventory/Condition Assesment			\$	100,000	\$ 85,926	\$	14,074	\$ 100,000	\$ -	\$	14,074
Public Water System GIS & Mapping			\$	50,000				\$ -	\$ 50,000	\$	50,000
	_		\$			_		\$ -	\$ -	\$	
Wastewater System Planning	\$	1,500,000	\$	1,500,000	\$ 1,461,501			\$ 1,474,000	\$ 26,000	\$	38,499
Wastewater Vehicles	\$	235,000	\$	235,000	\$ 209,795		25,205	\$ 235,000	\$ 0	\$	25,205
NDWWTP - Chlorine Tanks	\$	250,000	\$	250,000	\$ 250,000	\$	-	\$ 250,000	\$ -	\$	-
Tumon Bay Sewer Upgrades	\$	100,000	\$		\$			\$ -	\$ -	\$	
Wastewater Collection System Repl/Rehab	_		\$	1,150,000	\$ 703,010			\$ 1,001,323	\$ 148,677	\$	446,990
Facilities Plan/Design for Baza Gardens WWTP	\$	1,250,000	\$	1,250,000	\$ 1,105,718			\$ 1,149,269	\$ 100,731	\$	144,282
Facilities Plan/Design for Agat-Santa Rita WWTP	\$	900,000	\$	900,000	\$ 824,849	\$	74,781	\$ 899,630	\$ 370	\$	75,151
Priority 1 Sewer Upgrades – Baza Gardens WWTP	\$	650,000	\$	-	\$ -		407.040	\$ -	\$ -	\$	-
Baza Gardens STP Replacement	\$	3,567,000	\$	317,000	\$ 149,958			\$ 317,000	- ب	\$	167,042
Facilities Plan/Design for Umatac Merizo WWTP	_		\$	900,000	\$ 185,037			\$ 670,791	\$ 229,209	\$	714,963
Agat/Santa Rita STP Replacement	\$	2,968,000	\$	2,218,000	\$ 1,107,817		1,108,161	\$ 2,215,978	\$ 2,022	\$	1,110,183
Northern District WWTP Primary Treatment Upgrades	\$	-	\$	11,750,000	\$ 11,360,029		214,571	\$ 11,574,600	\$ 175,400	\$	389,971
Biosolids Management Plan	_		\$	200,000	\$ 142,119			\$ 145,705	\$ 54,295	\$	57,881
Agana WWTP Interim Measures	\$	-	\$	11,500,000	\$ 11,137,415		362,585	\$ 11,500,000	\$ -	\$	362,585
I&I SSES Southern			\$	800,000	\$ 444,004		6,974	\$ 450,977	\$ 349,023	\$	355,996
I&I SSES Central			\$	850,000	\$ 794,325	\$	55,675	\$ 850,000	\$ - \$ -	\$	55,675
I&I SSES Northern			\$			_		\$ -	*	\$	
Umatac Merizo Replacement			\$	250,000	\$ 247,431	\$	2,569	\$ 250,000	\$ -	\$	2,569
Wall Flactrical Protection	•	00.000	•		¢.			\$ -	\$ -	•	
Well Electrical Protection	\$	26,000	\$	70.000	\$ -			\$ -	\$ -	\$	-
SCADA Pilot Project	\$	300,000	\$	70,000	\$ 19,812			\$ 61,950	\$ 8,050	\$	50,188
Electrical Upgrade - Water Wells	\$	3,000,000	\$	450,000	\$ 335,378	\$	18,849	\$ 354,227	\$ 95,773	\$	114,622
Electrical Upgrade - Water Booster	\$ \$	325,000	\$		\$ -			\$ - \$	\$ -	\$	-
Electrical Upgrade -Water Booster		350,000	\$	-	\$ -			Ψ	Ψ	\$	-
Electrical Upgrade - Other Water	\$ \$	250,000	\$	250,000	\$ 193,312		56,688	\$ - \$ 250,000	\$ - \$ -	\$	56.688
SCADA Improvements – Phase 1		250,000								-	
SCADA Improvements – Phase 2	\$	1,100,000	\$	1,100,000	\$ 1,026,747		30,239	\$ 1,056,986	\$ 43,014	\$	73,253
SCADA Improvements – Phase 3	\$	2,500,000	\$	50,000	\$ 24,956	\$	-	\$ 24,956	\$ 25,044	\$	25,044
SCADA Improvements – Phase 4	\$	850,000	\$	-	\$	•		\$ - \$ -	\$ -	\$	-
Loboratory Modernization	•	1 200 000	•		œ.			Ψ .	\$ -	¢	
Laboratory Modernization	\$	1,200,000	\$	-	\$ -		05.00-	Ψ	Ψ	\$	450 710
Land Survey	\$	1,500,000	\$	500,000				\$ 406,657	\$ 93,343	\$	158,710
General Plant Improvements / Water	\$	14,370,000	\$	7,241,000	\$ 7,241,000	\$	0	\$ 7,241,000	\$ 0	\$	0
Interest Earned										\$	29,311
Total Construction Fund (2010 Series Revenue Bond)	\$	87,402,000	\$	87,402,000	\$ 73,766,028	\$	7,081,377	\$ 80,847,405	\$ 6,554,595	\$	13,665,283 13,665,283

^{1.)} PUC's Docket 11-01 \$29,000,000.00 dated 09/19/11authorized GWA for reallocation

²⁾ PUC's Docket 11-01 Reallocation of \$23,246,000.00 dated 07/30/12 3) PUC's Docket Reallocation dated February 2013

GUAM WATERWORKS AUTHORITY 2013 Series Bond Project Status As of April 30, 2016

SCHEDULE K

		ORIGINAL						TOTAL EXPEND	ITURES			Con	struction fund
PROJECT NAME	APPROVED		Ad	justed Project	EXPENDITURES		OUTSTANDING	AND			OBLIGATED		balance
		OJECT COST	_	Cost	AS OF 04/30/16	E	NCUMBRANCES	ENCUMBRAI			DJECT COST		OF 04/30/16
Santa Rita Springs Booster Pump Rehab Phase II	\$ \$	100,000		100,000	04.4.470		FF 007	\$	-	\$	100,000	\$	100,000
"A" Series Well Transmission Line	\$	400,000	\$	400,000	314,479		55,367		369,846	\$	30,154	\$ \$	85,521
Water Booster Pump Station	Ф	6,000,000	\$	1,861,000	973,693 996,532		528,072		501,765	\$ \$	359,235 2,468	э \$	5,026,307 503,468
Meter Replacement Program	\$	6,000,000	Ф \$	999,000 4,987,000	4,921,482		65,518	T	996,532 987,000		2,466	э \$	1,078,518
Barrigada Tank Repair/Replacement Leak Detection	\$	100.000	φ \$	20.000	4,921,402	_	05,516	Φ 4,	967,000	\$	20,000	\$	100.000
Potable Water System Planning	\$	800.000	\$	624.000	470.112)	153,888	\$	624.000	\$	20,000	\$	729,888
Implement Ground Water Rule	\$	1,000,000	Š	1,000,000	1,000,000		-		000,000	\$	0	\$	723,000
Deep Well Rehabilitation	\$	800.000	\$	550.000	188,044		11,956		200,000	\$	350.000	\$	611.956
New Deep Wells at Down Hard	\$	2.000.000	\$	810,000	,		,	\$,	\$	810,000	\$	2.000.000
Master Meters	\$	4,000,000	\$	884,000	298,924	1	507,268	\$	806,192	\$	77,808	\$	3,701,076
Ugum Water Treatment Plant Intake	\$	1,000,000	\$	982,000	446,171	1	413,630		859,801	\$	122,199	\$	553,829
Water Wells	\$	4,200,000	\$	4,200,000	647,656	3	52,782	\$	700,438	\$	3,499,562	\$	3,552,344
Water Distribution System	\$	12,000,000	\$	12,451,000	310,514	1	8,494,846	\$ 8,	805,360	\$	3,645,640	\$	13,689,486
Pressure Zone Realignment /	\$	1,000,000	\$	431,000	305,031	1	17,694		322,725	\$	108,275	\$	694,969
Mechanical/Electrical Equipment	\$	430,000	\$	430,000	328,686	3	98,112	\$	426,798	\$	3,202	\$	101,314
Water Reservoir Internal/External	\$	800,000	\$	-				\$	-	\$	-	\$	800,000
Water System Reservoirs 2005 Improvements	\$	21,000,000	\$	13,878,000	2,227,719	9	3,905,390	\$ 6,	133,109	\$	7,744,891	\$	15,772,281
Ugum Water Treatment Plant Reservoir	\$	7,000,000	\$	90,000				\$.	\$	90,000	\$	7,000,000
Agana Heights & Chaot Tanks	\$	4,500,000	\$	3,280,000	232,227		47,022		279,250	\$	3,000,750	\$	4,267,773
Tank Major Repair Yigo#1 Mangilao#2 Agat#2	\$	13,500,000	\$	11,605,000	83,279	ð	1,443,501	\$ 1,	526,780	\$	10,078,220	\$	13,416,721
Tank Major Repair Yigo#1 Mangilao#2 Agat#2	\$ \$	8,000,000	\$ \$	-			405 447	\$	405 447	\$ \$	44.000	\$ \$	8,000,000
Assessment of malojloj Elevetad & Yigo Elevated	\$ \$	500,000	ъ \$	500,000			485,117	\$	485,117	ъ \$	14,883	\$ \$	500,000
Fire Hydrant Replacement Program	Ф	-	Ф \$					Ф	-	Ф	-	Ф	1,000,000
Wastewater System Planning	\$	800,000	\$	651.000	409,563	3	241.437	\$	651,000	\$	(0)	\$	390.437
Lift Station Upgrades	\$	5,000,000	\$	946,000	358,274		69,147		427,421	\$	518,579	\$	1,641,726
Wastewater Collection System Repl/Rehab	\$	6,500,000	\$	880,000	44,459	9	3,519	\$	47,978	\$	832,023	\$	3,755,541
Baza Gardens STP Replacement			\$	1,000,000	21,481	1	978,519	\$ 1,	000,000	\$	· -	\$	978,519
Facilities Plan/Design for Umatac-Merizo WWTP			\$	473,000	278,867	7	43,163	\$	322,030	\$	150,970	\$	721,133
Agat/Santa Rita STP Replacement	\$	19,000,000	\$	67,200,000	4,290,301	1	62,399,322	\$ 66,	689,623	\$	510,377	\$	14,709,699
Agana WWTP Interim Measures			\$	673,000	63,847	7	579,153		643,000	\$	30,000	\$	1,436,153
Umatac Merizo Replacement	\$	2,000,000	\$	-				\$	-	\$	-	\$	1,000,000
Masteriates Brian Station Floating University	\$	620.000	\$	620.000	90.406	2	9,594	\$	100.000	œ	520.000	Ф	529.594
Wastewater Pump Station Electrical Upgrade Electrical Upgrade - Water Wells	\$	1.500.000	\$	1.500.000	1,220,249		279.751	•	500,000	\$	0	\$	279,751
Electrical Opgrade - Water Wells Electrical Upgrade - Water Booster	\$	325,000	\$	2,000	1,220,243	,	213,131	\$	300,000	\$	2,000	\$	325,000
Electrical Opgrade - Water Booster	\$	350.000	\$	350.000				\$	_	\$	350.000	\$	350.000
Electrical Opgrade - Water Booster Electrical Upgrade - Other Water	\$	250,000	\$	250,000				\$	_	\$	250,000	\$	250,000
SCADA Improvements – Phase 3	\$	1.850.000	\$	923,000	221.504	1	500.855	\$	722,359	\$	200,641	\$	1.628.496
SCADA Improvements – Phase 4	\$	500,000	\$	-	22.,00	•	000,000	\$	-	\$		\$	1,200,000
			\$	-									
Laboratory Modernization	\$	1,500,000	\$	1,173,000	143,541	1	62,464		206,005		966,995		1,356,459
Land Survey	\$	2,000,000	\$	2,000			2,000	\$	2,000		(0)		2,000,000
General Plant Improvements / Water	\$	2,000,000	\$	2,600,000	819,111	I	1,671,053	5 2,	490,164	\$	109,836	\$	1,780,889
Allowance for COI												\$ \$	275,005
Interest Earned												Ъ	31,524
Total Construction Fund (2013 Series Revenue Bo	onc \$	139.325.000	\$	139.325.000	\$ 21.706.153	3 \$	83.120.140	\$ 104	826,292	\$	34,498,708	\$	117,925,376
		,,	*	,,	,,	•	,,	,	,	•	, ., , . 	•	117,925,376
PUC's Docket 14-04 dated February 25, 2014													(0)
													(3)

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GUAM WATERWORKS AUTHORITY 2014 Series Refunded Bond Project Status As of April 30, 2016

SCHEDULE L

		ORIGINAL		ADJUSTED				E	TOTAL KPENDITURES					C	onstruction fund
PROJECT NAME		APPROVED PROJECT		PROJECT COST	EXPENDITURES AS OF 04/30/16		OUTSTANDING NCUMBRANCES		AND	UNOBLIGAT			20% PUC		balance AS OF 04/30/16
Agana Treatment Plant	\$	10,475,000	\$	11,065,512	11,065,512		-	\$	11,065,512		(0)		2,095,000	\$	(0)
Agana Outfall	\$	5,030,000	\$	10,127,198	10,127,198	\$	-	\$	10,127,198	\$	0	\$	1,006,000	\$ \$	0
Northern District (Outfall)	\$	4,700,000	\$	10,251,423	10,251,423	\$	-	\$	10,251,423	\$	0	\$	940,000	\$	- 0
Northern District WWTP Upgrade			\$	173,681	173,681			\$	173,681					\$	-
Northern Treatment Plant Baza Gardens Wastewater Treatment Plant	\$	500,000	\$	- 297,177	- 297,177	\$	-	\$	- 297,177	\$ - \$	(0)	\$	100,000	\$ \$	(0)
Interim Disinfection Facilities	\$	581,000	\$	3,437,311	3,408,599	\$	28,712	\$	3,437,311	\$ \$ -	(0)	\$	116,200	\$ \$	28,712
Electrical Protection	\$	1,000,000		1,512,483	1,512,483.3		-	Ψ	1,512,483	\$	(0)		200,000	\$	(0)
Well Vulnerability Reduction	\$	600,000 2,155,000		185,522 1,931,659	185,522 1,931,659	\$	-	\$	185,522 1,931,659	\$ \$	0 (0)	\$	120,000 431,000	\$ \$	0
Old Agat Wastewater Collection (I/I Reduction	ъ	2,155,000	Э	1,931,659	1,931,659	\$	-	Ф	1,931,659	\$ -	(U)	Þ	431,000	\$	(0)
Chaot WW Pump Station/Collection System	\$	410,000		399,120	399,120	\$	-	\$	399,120	\$ -		\$	82,000	\$	-
Lift Station Upgrades	\$	230,000		149,895	149,895	\$	-	\$	149,895	\$	0	\$	46,000	\$	0
Collection Line Upgrades	\$	200,000		62,755	62,755	\$		\$	62,755	\$	0	\$	40,000	\$	0
"A" Well Transmission Line	\$	2,413,000	\$	3,833,175	3,790,888	\$	42,287	\$	3,833,175	\$ \$ -	(0)	\$	482,600	\$ \$	42,287
Santa Rita Springs - Booster Pump Rehab.	\$	648,000	\$	306,841	306,841		-	\$	306,841	\$ \$ -	(0)	\$ \$	129,600	\$ \$	(0)
Fena Bypass Transmission line			\$	160,913	160,913	\$	-	\$	160,913	\$	(0)	\$	-	\$	(0)
Storage Additions	\$	950,000		-	00.704	•		\$		\$ -		\$	190,000	\$	-
Booster Station Upgrades Mangilao Tank Repair	\$	390,000 800,000	\$	66,734 398,367	66,734 397,933		434	\$	66,734 398,367	\$ - \$	(0)	\$ \$	78,000 160,000	\$ \$	434
Ugum Tank Replacement	\$	2,500,000	\$	390,307	391,933	Ф	434	\$	390,307	\$ -	(U)	\$	500,000	э \$	434
Ugum WTPlant Refurbishment (\$1.724,970)			\$	6,588,473	6,531,525	\$	56,949	-	6,588,473	\$	(0)	Ψ	300,000	\$	56,948
Barrigada Tank Repair/Replacement	\$	3,000,000		65,019	65,019		-	\$	65,019	\$	0	\$	600,000	\$	0
Water Reservoir Condition Assessment			\$	1,250,000	1,207,250.62	\$	42,749	\$	1,250,000	\$ - \$	0	\$		\$ \$	42,749
EarthTech Well Buyout	\$	5,000,000	\$	5,975,000	5,975,000	\$	-	\$	5,975,000	\$ -		\$	1,000,000	\$	-
Water Wastewater Master Plan	\$	4,900,000	\$	4,881,308	4,881,308	\$	-	\$	4,881,308	\$	0	\$	980,000	\$	0
Laboratory Modernization	\$	800,000	\$	135,055	135,055	\$	-	\$	135,055	\$	0	\$	160,000	\$	0
Land Survey Ground Water Disinfection	\$	800,000	\$	577,836 -	503,576	\$	74,260	\$	577,836	\$ \$ -	0	\$	160,000	\$ \$	74,260
GWUDI Study			\$	262,234	260,430		1,804	\$	262,234	\$ - \$ -				\$	1,804
Contingency	\$	12,276,023	\$	154	-	\$	-	\$	-	\$ -				\$	732
										\$ -				\$	-
										\$ -				\$	-
										\$ - \$ -				\$ \$	-
										\$ -				э \$	-
Vehicles	\$	1,100,000	\$	1,280,000	2,130,305	\$	(850,305)	\$	1,280,000	\$ -		\$	220,000	\$	_
Generation Equipment	\$	700,000	\$	880,000	2,712		877,288		880,000	\$	0	*	,	\$	27,033
Leak Detection/Line Replacement	\$	8,200,000	\$	5,988,494	5,988,494	\$	-	\$	5,988,494	\$ -		\$	1,640,000	\$	
·										\$ -				\$	-
										\$ -				\$	-
Automated Meter Reading	\$	12,572,063	\$	17,468,359	16,870,522	\$	537,157	\$	17,468,359.32	\$	0	\$	2,514,413	\$	597,837
Total Construction Fund (2014 Series Ref	\$	82,930,086 6,781,612		89,711,698	88,839,529	\$	811,333.78	\$	89,711,543	\$ \$	1	\$	13,990,813	\$ \$	872,797 151
malest Equien	Φ	0,701,012	Ф	(0)						پ	(0)			ф	151
Total Project Cost Funding	\$	89,711,698	\$	89,711,698	88,839,529	\$	811,333.78	\$	89,711,543	\$	1	\$	13,990,813	\$	872,948 872,947

GUAM WATERWORKS AUTHORITY Schedule of Series 2010, 2013, 2014 Refunding and 2016 Bond Bank Accounts As of April 30, 2016

As of April 30, 2016		SCHEDULE M
	GL NO.	4/30/2016
BANK OF GUAM		
BOG - Revenue Account - Acct. no. 71-00-4000-3-02	500.133.19	8,648,191
BOG - Operations and Maintenance Reserve - Acct. no. 71-01-4000-3-02	500.133.20	3,083,482
BOG - Operations, Maintenance, Renewal and Replacement Reserve Fund - Acct. no. 71-03-4000-3-02	500.133.22	17,423,213
BOG - Capital Improvement Fund - Acct. no. 71-05-4000-3-02	500.133.24	3,894
BOG - O & M Reserve - Acct. no. 71-05-4001-3-02	500.133.40	4,050,000
BOG - Debt Service Reserve - Acct. no. 71-05-4002-3-02	500.133.41	4,585,274
BOG - CAPEX Reserve - Acct. no. 71-05-4003-3-02	500.133.42	10,348,532
Total BOG Bank Account Balance		48,142,586
Series 2010 Bond:		
BOG - Construction Account - Acct. no. 71-09-4000-3-02	500.133.51	13,665,283
USB - Debt Service Fund - Acct. no. 144541000	500.133.39	3,110,723
USB - Debt Service Reserve Fund - Acct. no. 210860001	500.133.53	12,031,688
Total Series 2010 Bond Bank Balance		28,807,694
Series 2013 Bond:		
BOG - Construction Fund - Acct. no. 71-13-4000-3-02	500.133.61	117,925,376
BOG - Capitalized Interest Fund - Acct. no. 71-12-4000-3-02	500.133.62	-
USB - Debt Service Fund - Acct no. 207339000	500.133.60	4,047,489
USB - Debt Service Reserve Fund - Acct no. 210860001	500.133.63	7,707,628
Total Series 2013 Bond Bank Balance		129,680,492
Series 2014 Refunding Bond:		
BOG - Construction Fund - Acct. no. 71-08-4000-3-02	500.133.27	872,947
USB - Debt Service Fund - Acct. no. 210860000	500.133.70	3,483,080
USB - Debt Service Reserve Fund - Acct. no. 210860001	500.133.29	7,566,460
Total Series 2014 Refunding Bond Bank Balance		11,922,488
Series 2016 Bond:		
BOG - Construction Account - Acct. no. 71-15-4000-3-02 BOG - Capitalized Interest Fund - Acct. no. 71-15-4001-3-02	500.133.71 500.133.72	140,020,844 11,464,913
BOG - Capitalized Interest Fund - Acct. no. 71-15-4001-3-02 BOG - Cost of Issuance Fund - Acct. no. 71-15-4002-3-02	500.133.72	11,464,913
USB - Debt Service Fund - Acct. no. 264990000	500.133.75	-
USB - Debt Service Reserve Fund - Acct. no. 264990001 Total Series 2016 Bond Bank Balance	500.133.74	7,582,725 1 59,122,721
Total Series 2010 Dolld Dalik Dalatice		133,122,721



"Better Water, Better Lives."

Gloria B. Nelson Public Service Building | 688 Route 15 | Mangilao, Guam 96913

Tel: (671) 300-6846

Issues for Decision

Resolution No. 35-FY2016

Relative to Approving the Multi-Year Procurement of Diesel Fuel Oil No. 2 and Automotive Gasoline, Regular Unleaded, for the GWA Transportation Fleet, GWA IFB No. 2016-09

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

GWA must issue a new contract before the existing supply contract expires in order to insure continuity of operations. GWA management has previously evaluated alternatives for procurement of these fuels, and determined that an open, competitive procurement for a multi-year supply contract with fixed terms and variable annual costs is appropriate and allows GWA to obtain the needed fuels at the lowest possible cost.

Where is the location?

Agency wide. Fuel is required for all GWA's vehicle and equipment fleet.

How much will it cost?

The estimated cost for Diesel Fuel Oil No. 2 and Automotive Gasoline under the proposed procurement would likely exceed \$300,000 annually, and likewise exceed \$1,000,000 over the life of the base contract and optional renewal terms.

When will it be completed?

The Contract will be for an initial three (3) year term, with options to extend for two (2) additional one (1) year renewal terms of twelve (12) months per renewal term upon mutual agreement of both parties.

What is the funding source? O & M

The RFP/BID responses (if applicable):

On-going bid process.

GUAM CONSOLIDATED COMMISSION ON UTILITIES RESOLUTION NO. 35-FY2016

RELATIVE TO APPROVING THE MULTI-YEAR PROCUREMENT OF DIESEL FUEL OIL NO. 2 AND AUTOMOTIVE GASOLINE, REGULAR UNLEADED, FOR THE GWA TRANSPORTATION FLEET, GWA IFB. NO 2016-09

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, on September 30, 2016 at 12:00 a.m. the existing supply contract for Diesel Fuel Oil No. 2 and Automotive Gasoline, Regular Unleaded, for the GWA Transportation Fleet will expire; and

WHEREAS, GWA must issue a new IFB for a new contract before expiration of existing fuel supply contract in order to insure continuity of operations; and

WHEREAS, GWA management has previously evaluated alternatives for procurement of these fuels, and determined that an open, competitive procurement for a multi-year supply contract with fixed terms and variable annual costs is appropriate and allows GWA to obtain the needed fuels at the lowest possible cost; and

WHEREAS, the proposed IFB shall have a base Contract Term of three (3) years, and will include options to extend for two (2) additional, one (1) year renewal terms upon mutual agreement of both parties; and

WHEREAS, the estimated cost for Diesel Fuel Oil No. 2 and Automotive Gasoline under the proposed procurement would likely exceed \$300,000 annually, and likewise exceed \$1,000,000 over the life of the base contract and optional renewal terms; and

WHEREAS, the funding source for the proposed procurement would be operational revenues; and

WHEREAS, GWA management seeks CCU authorization to proceed with the procurement, and approval from the CCU to submit IFB 2016-09 for the Diesel Fuel Oil No. 2 and Automotive Gasoline, Regular Unleaded, for the GWA Transportation Fleet (Exhibit A) to the PUC.

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

- 1. The recitals set forth above hereby constitute the findings of the CCU.
- The IFB 2016-09 for Diesel Fuel Oil No. 2 and Automotive Gasoline, Regular Unleaded, for the GWA Transportation Fleet is attached as Exhibit A and is incorporated into this resolution in its entirety.
- 3. The CCU, after careful review of the justification and documentation provided, finds that the proposed procurement is reasonable, prudent, and necessary, and hereby authorizes the GWA General Manager to proceed with the procurement, subject to regulatory review and approval.
- 4. The CCU further authorizes GWA management to submit the IFB 2016-09 for the Diesel Fuel Oil No. 2 and Automotive Gasoline, Regular Unleaded, for the GWA Transportation Fleet to the PUC for their review and petition the PUC's approval.

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

2016		
	Certified by:	Attested by:
	JOSEPH T. DUENAS Chairperson	J. GEORGE BAMBA Secretary
		Secretary of the Consolidated Commission on Utilitiove do hereby certify as follows:
	meeting by the members of the legally held at a place proper	nd accurate copy of the resolution duly adopted at a rethe Guam Consolidated Commission on Utilities, duly noticed and advertised at which meeting a quorum were present voted as follows:
	AYES:	
	NAYS:	
	ABSTENTIONS:	
	ABSENT:	
///		
///		
///		
///		

EXHIBIT A

INVITATION TO BID

The GUAM WATERWORKS AUTHORITY will receive sealed bids for supply of Diesel Fuel
Oil No. 2 and Automotive Gasoline, Regular Unleaded, for the GWA Transportation
Fleet. in GWA IFB. NO. 2016-09. Bids in duplicate copy will be accepted until 10:00 a.m.
Chamorro Standard Time,, 2016 at the GWA Procurement Office, first floor
located at the Gloria B. Nelson Public Services Building in Mangilao at which time and place
all bids will be publicly opened and read aloud. All bids must be accompanied by a Bid /
Performance Bond in the amount of 15 percent (15%) of the total bid price. Bid Bond security
may be in a form of a certified check or cashier's check made payable to Guam Waterworks
Authority. A non-refundable amount of \$15.00 is required for the purchase price of every set
of bidding documents which are available at the GWA Procurement Office. Bidders can
download a bid package at www.guamwaterworks.org without charge, although vendors must
register with GWA Procurement Office to ensure that updated information, notices or bid
amendments are distributed to you.
GWA reserves the right to revise or reject any or all proposals and to waive any minor
imperfection in the bid proposal in the interest of the Guam Waterworks Authority.
Miguel C. Bordallo, P.E.
General Manager
GWA STAMP ISSUE DATE:
Gill Diram 1000D Dill.



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

Dear Interested Bidder:

	Attached	herewi	th p	lease	find	the	Invi	tation	for	Bid	by	the	Guam	W	ater	works
Autho	rity (GWA	A), IFB	-GW	VA-20	16-0	9 rel	ative	to the	e sup	ply (of I	Diese	l Fuel	Oil	No.	2 and
Autom	otive Gas	oline, I	Regu	ılar U	Jnlea	ded,	for 1	the G	WA	Trai	nsp	ortat	ion Fl	eet.	Th	e Fuel
supply	contract	shall	be	for	a th	ree	(3)	year	ter	m to	0	comn	nence	on	or	about
		2016, a	nd s	hall c	ontin	ue ui	ntil m	nidnigl	ht of	·			_, 2019).		

The IFB is divided into two (2) parts:

Part A: The solicitation
Part B: Bid submittal documents
(Contract and Offer)

Part A consists of three (3) sections: Section I, gives the general background and summary of the solicitation. Section II, provides the instruction procedures and requirements for bidders. Section III, Bid Bond requirements.

Part B contains the Bid Submittal Documents consisting of the Proposed Contract and Bid Offer. The Bid Offer must be completed by the bidder and submitted in response to this IFB. In addition to these documents, the bidder is required to submit as part of their bid information pertaining to responsibility and other requirements specified in the solicitation. Failure to do so shall be grounds to declare a bid non-responsive.

All interested bidders are advised to read the instructions carefully and tender their offers in conformance to the material aspects and requirements of the IFB.

Si Yu'os Ma'ase,

Miguel C. Bordallo, P.E. General Manager

INVITATION FOR BID NO. GWA-2016-09

FOR SUPPLY OF DIESEL FUEL OIL NO. 2

and

REGULAR UNLEADED AUTOMOTIVE GASOLINE

FOR GWA'S
TRANSPORTATION FLEET
AND

HEAVY EQUIPMENT

TABLE OF CONTENTS

PART A. SOLICITATION.

- Section I. BACKGROUND AND SUMMARY OF SOLICITATION.
- Section II. INSTRUCTIONS, PROCEDURES AND REQUIREMENTS.
- Section III. BID BOND REQUIREMENTS.

PART B. <u>BID SUBMITTAL DOCUMENTS</u>

Article I. GWA FLEET FUELS SUPPLY CONTRACT (DIESEL FUEL OIL NO. 2 AND AUTOMOTIVE GASOLINE, REGULAR UNLEADED).

Preamble

Section 1

dection 1.01 I feet I deld to be dupplied	Section 1.01	Fleet Fuels to be Supplied
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Section 1.02 Term

Section 1.03 Contract Price

Section 1.04 Fleet Fuels to be Purchased – Designated Service Stations

Section 1.05 Terms of Payment

Section 1.06 Warranty and Claims

Section 2

Section 2.01 Product and Quality

Section 2.02 Quantity and Quality Assurance

Section 3

- Section 3.01 Security
- Section 3.02 Government Laws and Regulations
- Section 3.03 Taxes and Other Government Charges
- Section 3.04 Specifications
- Section 3.05 Permits and Responsibilities
- Section 3.06 Force Majeure
- Section 3.07 Notice to Other Party
- Section 3.08 Payment Required
- Section 3.09 Alternate Supply
- Section 3.10 Resumption of Performance
- Section 3.11 Disputes

Section 3.12 Indemnity Section 3.13 Insurance

Article IV.	DISCLOSURE OF MAJOR SHAREHOLDERS AFFIDAVIT AND NON-COLLUSION AFFIDAVIT.
Article III.	BID BOND.
Article II.	BID OFFER.
Section 6.01	Binding Effect
Section 6	
Section 5.14	Equal Opportunity Clause
Section 5.13	Partial Invalidity
Section 5.12	Successors in Interest, Subcontracting and Assignment
Section 5.11	Number and Gender
Section 5.10	Relationship of Parties
Section 5.09	Definitions
Section 5.08	Governing Law
Section 5.07	Descriptive Headings
Section 5.05 Section 5.06	Amendment and Waiver
Section 5.04 Section 5.05	Times
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Section 5.01	Covenant Against Contingent Fees
Section 5	
Section 4.06	Remedies Cumulative
Section 4.05	Termination for Convenience
Section 4.04	Default The signature for Communication for Comm
Section 4.03	Failure to Comply with Laws
Section 4.02	Failure to Pay
Section 4.01	Failure to Supply
·	Egilura to Cumulu
Section 4	
Section 3.14	Restriction Against Sex Offenders

PART A

GUAM WATERWORKS AUTHORITY'S INVITATION FOR BIDS TO SUPPLY FUEL TO GWA'S VEHICLE FLEET (DIESEL FUEL OIL NO. 2 AND AUTOMOTIVE GASOLINE, REGULAR UNLEADED)

Section I: BACKGROUND AND SUMMARY OF SOLICITATION

The Guam Waterworks Authority ["GWA" or "Authority"] is a Guam public corporation. GWA is the sole non-military supplier of water service on the Island of Guam. The Authority desires to solicit and secure a Fleet Fuels (Diesel Fuel Oil No. 2 and Automotive Gasoline, Regular Unleaded) supply contract.

GWA is hereby soliciting bids for the supply of Diesel Fuel Oil No. 2 and Automotive Gasoline, Regular Unleaded, for an initial three (3) year term, with options to extend for two (2) additional one (1) year renewal terms of twelve (12) months per renewal term upon mutual agreement of both parties.

GWA vehicle and equipment fleet consists of approximately 152 light and medium duty vehicles and 35 pieces of heavy equipment.

Section II: INSTRUCTIONS, PROCEDURES AND REQUIREMENTS FOR BIDDERS.

1. <u>Time, Schedule and location of bid submittal and opening.</u>

The deadline for the submission of sealed bids is on ________, 2016, not later than 10:00 a.m., Chamorro Standard Time. One (1) original, five (5) complete hard copies and one (1) electronic copy of the bid must be submitted, as part of the bid submittal. Information pertaining to bidder financial responsibility, company profile, history of past Gov. Guam supply contracts, and other information relevant to this bid shall be submitted with the bid. It is advisable to use courier services to expedite delivery of your offer. The original bid must be signed in ink by a person authorized to submit bids on behalf of the bidder. Bid must be delivered to GWA Procurement Office, first floor located at Guam Waterworks Authority, Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, GU 96913.

The sealed submittal envelope shall-be marked on the lower left corner "SEALED BID, DIESEL FUEL OIL NO. 2 AND AUTOMOTIVE GASOLINE, REGULAR UNLEADED SUPPLY, IFB NO. GWA-2016-_____, BID OPENING, _______, 2016 at 10:00 a.m. Chamorro Standard Time."

All questions regarding the bid must be submitted in writing and be delivered personally, via US mail, via express delivery or via fax and directed to the following parties:

Miguel C. Bordallo, P.E. General Manager Guam Waterworks Authority Gloria B. Nelson Public Service Building 688 Route 15 Mangilao, GU 96913

E-mail: mcbordallo@guamwaterworks.org

Vince Guerrero
Supply Management Administrator
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, GU 96913

E-mail: vincentg@guamwaterworks.org

Fax. No.: (671) 649-3750

2. <u>Form</u>.

All bids must be in writing and must be signed by a representative of the bidder having authority to submit such bids. Offers submitted in response to this solicitation shall be in terms of United States currency and in the English language. The bids should respond in an organized fashion to all the requirements of this Invitation for Bids. <u>Bidders must submit</u> along with their bid package, a fully completed Offer, Bid Bond, and other information pertaining to the responsibility of Bidder. Failure to submit any of these bid documents shall be grounds to declare a bid non-responsive.

3. Receipts, Registration of Bids and Confidentiality.

The sealed bids shall be opened publicly on ______, 2016, at 10:00 a.m. Chamorro Standard Time.

For the purposes of this solicitation and bid submission, the laws of Guam governing confidentiality shall govern. If the Bidder submits confidential data with their bid, the bidder must clearly label the information to be protected as "confidential" in each and every place the information is located. GWA reserves the right to determine whether such information is in fact able to be protected from public review under the laws of Guam. Information deemed confidential and approved by GWA for such protection, shall be used only by GWA for bid evaluation purposes; provided however, that if a Contract is awarded to this bidder as a result of, or in connection with the submission of this data, the GWA shall have the right to duplicate, use, or disclose the data to the extent provided in the

Contract. Moreover, this restriction does not limit the GWA's right to use information contained in the data if it is obtained from another source without restriction. The General Manager of GWA or his designee shall examine the bids and determine the validity of any requests for non-disclosure of data as requested. Bids and modifications shall be time-stamped upon receipt and held in a secure place by GWA Procurement Office until the established opening date.

4. Modification or Withdrawals of Bids.

Bids may be modified or withdrawn by written notice from a person authorized to sign the bid, received in the office of GWA Procurement at any time prior to the time and date set for the opening scheduled for _______, 2016 at 10:00 a.m. Chamorro Standard Time.

Facsimile or email written withdrawals shall also be accepted provided they are in fact received by GWA procurement division personnel and confirmed by such personnel. There shall be no modifications or withdrawals after the bid opening date.

5. Late Bids, Late Withdrawals and Late Modifications.

Any bid received after the time and date set for receipt of bids is late and shall not be considered. Any withdrawal or modification of a bid received after the time set for the opening of bids as specified herein is also late and shall not be considered.

6. Award.

The award of the Contract will be made by GWA to the lowest responsive and responsible bidder whose bid conforms to the Invitation for Bids and would be most advantageous to GWA, in terms of price and all other factors considered as determined by GWA as provided in the bid. GWA reserves the right to award the Contract to a vendor other than the lowest price offeror and to reject any or all offers if it is determined to be in the best interest of the Territory of Guam. A written Notice of Award (or acceptance of offer) will be mailed or otherwise furnished via facsimile transmittal to the successful bidder within the time for acceptance specified in the offer. GWA reserves the right to waive informalities and minor irregularities in bids received. In the evaluation process, the following factors will be considered:

- (a) Price;
- (b) Whether the bidder's ultimate offer meets and conforms to the announced requirements of GWA in all material respects (specifications);
- (c) Service rendering capability, status as producer, refiner, broker, or agent and his direct financial responsibility;
- (d) Overall clarity and presentation of bid;
- (e) Whether the bidder has:
 - (1) the available appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary

- to indicate its capability to meet all Contractual requirements;
- (2) a satisfactory record of performance;
- (3) a satisfactory record of integrity;
- (4) qualified legally to Contract with the territory and properly licensed to conduct such business on Guam; and
- (5) supplied all necessary information in connection with the inquiry concerning responsibility.

Bidder is responsible for providing adequate information on operating and petroleum supply experience and on financial status (i.e. annual report with audited financial statements) and references for use in evaluating its capabilities.

In addition to the evaluation criteria, GWA may require submission of descriptive literature, technical data, or other material. It may also require accomplishing any of the following prior to award:

- (a) Inspection or testing of a product sample prior to award for such characteristics, as quality, or workmanship;
- (b) Examination of such elements as appearance, grade, texture, or
- (c) Other examinations to determine whether it conforms to any other purchase description requirements.

7. <u>Cancellation of Solicitation; Delays.</u>

GWA reserves the right to cancel or to withdraw this Invitation for Bids, to delay determination on this Invitation, to reject all bids or any individual bid in whole or in part, at any time prior to the final award or to waive any minor informalities or irregularities of any bid. In case of cancellation or rejection, bid bonds will be concurrently returned. The reasons for the cancellation, delay or rejection shall be made a part of the procurement file and shall be available for public inspection.

- (a) **Rejection of all Bids**. Prior to the final award, all bids may be rejected in whole or in part when GWA determines in writing that such action is in the GWA's best interest for reasons including, but not limited to:
 - (1) The supplies and services being procured are no longer required;
 - (2) Ambiguous or otherwise inadequate specifications were part of the solicitation;
 - (3) The solicitation did not provide for consideration of all factors of significance to the territory;
 - (4) Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
 - (5) All otherwise acceptable bids received are at clearly unreasonable prices;
 - (6) There is reason to believe that the bids may not have been

independently arrived at in open competition, may have been collusive, and may have been submitted in bad faith.

When a solicitation is canceled or rejected prior to final award, notice of cancellation or rejection shall be sent to all bidders and all bid bonds shall be returned. The reasons for cancellation or rejection shall be made part of the procurement file and shall be available for public inspection.

- (b) <u>Rejection of Individual Bids</u>. Any individual bid may be rejected in whole or in part when in the best interest of the Territory of Guam as determined by GWA in its sole discretion. Reasons for rejecting a bid include, but are not limited to:
 - (1) The bidder is non-responsive pursuant to Guam's procurement laws, rules and regulations;
 - (2) The bid is not responsive, as it does not conform, in all material respects, to the Invitation for Bids;
 - (3) The quantity and/or quality supply or service offered in the bid is unacceptable by reason of its failure to meet the requirements of the specifications set forth in the Invitation for Bids or other acceptability criteria set forth in the Invitation for Bids. Upon request, unsuccessful bidders shall be advised of the reasons for rejection;
 - (4) The bid is not the lowest responsive bidder, which meets the requirements, criteria set forth in the Invitation for Bids;
 - (5) The bidder has failed to submit to the GWA procurement office, the necessary licenses, permits and authorizations when requested by the Procurement Officer prior to the award.
 - (6) Any changes as initiated by the bidder to the attached Contract form constitute a basis to declare the bid submittal as non-conforming.

8. Fuels To Be Supplied.

Bidder agrees to furnish and GWA agrees to accept and pay for all of Diesel Fuel Oil No. 2 and Automotive Gasoline, Regular Unleaded (both fuels referred to in the solicitation as Fleet Fuels) requirements for the Authority's transportation fleet for the term of the Contract. **Estimated** total quantity for the fleet's fuel shall be:

- (a) Diesel Fuel Oil No. 2: approximately 50,000 gallons per year (estimated).
- (b) Automotive Gasoline, Regular Unleaded: approximately 115,000 gallons per year (estimated).

The fleet fuels supply shall be provided from Bidder's service stations (or from designated stations if so agreed upon between the Contractor and GWA Procurement/ Supply Administrator). The commencement of the Fleet's fuel procurement shall be as soon as possible following award of bid and signing of Contract.

9. Contract Term.

The Contract Term shall be for three (3) years, with an option to extend for two (2) additional one (1) year renewal terms upon mutual agreement of both parties. The contract price for each year shall be at the *same price as contract price offer and all other terms remain unchanged* unless other terms are agreed upon between the parties. The contractual obligation of GWA to the successful bidder is subject to the availability of funds. In the event funds are not available for any succeeding months under a valid contract term, the remainder of such Contract shall be cancelled and the Contractor shall be reimbursed for the actual expenses reasonably incurred under the contract, plus a reasonable profit, prior to the termination. The Authority shall notify Contractor in writing within sixty (60) days if funds are unavailable.

10. <u>Contract Price</u>.

The total price per U.S. gallon delivered TO GWA site shall <u>be inclusive</u> of all costs, insurance, freight and liabilities incurred prior to delivery to GWA.

11. Warranty and Claims.

Contractor shall provide both express and implied warranties of merchantability and warrants that the diesel fuel oil no. 2 and automotive gasoline, regular unleaded, shall meet the specifications as prescribed in the pertinent sections of the Contract. Claims against the Contractor on account of quality, defects in, loss or damage to product shall be given in writing by GWA within thirty (30) days from date of fleet's fuels procurement.

12. Product and Quality of Fleet's Fuels:

The Fleet fuels delivered hereunder shall have the physical and chemical characteristics as described in Section 2.01 of this bid.

13. <u>Contract Principals</u>.

It is important that Bidder fully identify persons and entities having any interest in the Contract. GWA reserves the right to require Bidder for complete disclosures of owners or stockholders of any entity having an interest in the Contract.

14. <u>Insurance</u>.

The responsible bidder shall be required to provide proof of insurance, to include coverage for Public General Liability, Workmen's Statutory Compensation Insurance, and Employer's Liability Insurance.

15. Contract Controlling.

The comments contained herein are for the use of the bidders and to the extent there is any conflict between the items set forth in this solicitation instruction and the Contract, the

Contract language, including any amendments thereto, shall govern.

Section III. <u>BID & PERFORMANCE BOND REQUIREMENTS.</u>

A. **BID BOND REQUIREMENT:**

All bidders are required to submit a bid security in the amount of **15%** of their total bid amount. Failure to submit a proper bid bond will cause the bid to be rejected. The bid bond amount is to be determined by using the total estimated gallons used by GWA for each fuel type multiplied by the per gallon bid amount then add the individual totals for each fuel type together.

The performance bond form that is attached hereto must be used by the bidder and may not be modified without the written consent of GWA.

THE BID GUARANTEE MAY BE IN THE FORM OF:

- a. Cashier's Check or Certified Check
- b. Surety Bond Valid only if accompanied by:
 - i. Current Certificate of Authority;
 - ii. Power of Attorney issued by the Surety to the Resident General Agent;
 - iii. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf

B. PERFORMANCE BOND REQUIREMENT

The successful bidder will be required to submit a performance bond in the amount equal to 100% of the total bid price established under the bid bond process above and it shall be made payable to GWA in the form of a surety issued by a company licensed to conduct business in Guam. The performance bond must be submitted not later than 15 days after the Notice of Award is issued. The performance bond shall continue in full force and effect until after delivery of the supplies or services required by the contract awarded to the Contractor under the associated Invitation for Bid is completed.

The performance bond form that is attached hereto must be used by the bidder and may not be modified without the written consent of GWA.

PART B

BID SUBMITTAL DOCUMENTS

- I. PROPOSED GWA FLEET FUELS SUPPLY CONTRACT (DIESEL FUEL OIL No. 2 and AUTOMOTIVE GASOLINE, REGULAR UNLEADED)
- II. BID OFFER
- III. BID BOND
- IV. MAJOR SHAREHOLDERS OF DISCLOSURE AFFIDAVIT AND NON-COLLUSION AFFIDAVIT

NOTICE

Please find the Bid Submittal documents, Proposed Contract and Bid Offer. The following Proposed Sample Contract is intended to provide the bidder with sample terms that GWA intends to use as part of the final contract to be used in conjunction with this bid. Any final contract under this bid shall contain terms and conditions that are acceptable to GWA. The submission of a bid by any vendor is proof of each bidder's acceptance of the terms and conditions contained in the Proposed Sample Contract and that they will not challenge said terms and conditions. Please be advised of the requirement of furnishing the bid bond in the designated amount and other data or information pertaining to responsibility and other requirements specified in the Solicitation that must be submitted together with the aforementioned documents.

PROPOSED SAMPLE CONTRACT FOR GWA FLEET FUEL SUPPLY DIESEL FUEL OIL No. 2 AND REGULAR UNLEADED AUTOMOTIVE GASOLINE

PREAMBLE

This Contract, by and between Guam Waterworks Authority ("GWA"), a Guam public
corporation whose business address is Gloria B. Nelson Public Service Building
688 Route 15 Mangilao, GU 96913, and
("Contractor") whose business address is
and having Guam Business License No

WITNESSETH:

RECITALS

WHEREAS, the Authority has publicly issued an Invitation for Bid, for a three (3) year Fleet Fuel Supply Contract, Invitation For Bid, IFB GWA 2016-09, for the supply of the Authority's Diesel Fuel Oil No. 2 and Automotive Gasoline, Regular Unleaded, for the Authority's Transportation Fleet; and

WHEREAS, the Authority will award a Contract to the lowest responsible bidder whose bid conforms to the material aspects of the Invitation; and

WHEREAS, GWA finds that the aforementioned Contractor has submitted the lowest responsible bid for the products and/or services required hereunder.

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

SECTION 1

<u>SECTION 1.01</u>: <u>FLEET FUELS TO BE SUPPLIED - DIESEL FUEL OIL NO. 2</u> AND AUTOMOTIVE GASOLINE, REGULAR UNLEADED:

Contractor agrees to furnish and deliver all the required Fleet Fuels: Diesel Fuel Oil No. 2 and Automotive Gasoline, Regular Unleaded, for the Authority's Transportation Fleet and GWA agrees to accept and pay for all Fleet Fuels delivered to GWA, meeting the specifications requirements for the term of the Contract.

The estimated requirement of Diesel Fuel Oil No. 2 is approximately Fifty thousand gallons per year (50,000 gal/yr) and Automotive Gasoline, Regular Unleaded is estimated at about One hundred Fifteen thousand gallons per year (115,000 gal/yr) for the Authority's Transportation

Fleet. Notwithstanding any estimated quantity set forth herein, the Contractor shall be responsible in supplying <u>all</u> the Fleet Fuels (diesel and unleaded gasoline), reasonably required by GWA, even if such quantities exceed the estimates provided above.

<u>Fleet Fuel Cards</u>. Contractor shall provide gas station fleet cards at no cost to GWA. Only employees carrying valid fleet cards shall be allowed to refuel at the gas stations. Contractor shall be responsible for all costs associated with providing fuel to unauthorized individuals. The Authority shall provide a list of employees and may add or delete names of employees authorized to use the gas station fleet card and GWA shall be responsible for all costs associated with its failure to provide updated employee listings to Contractor. Fleet cards shall be limited and restricted only for use in refueling of GWA official vehicles and Contractor shall be responsible for all costs associated with providing fuel to vehicles that are not official vehicles of GWA. The GWA General Manager may designate other vehicles which are allowed to be fueled in writing and GWA is responsible for all costs associated with its failure to maintain a proper vehicle listing.

- 1. GWA will require the vendor to issue fleet fuel cards for transacting fuel purchases.
- 2. Fleet card shall have electronically imprinted on it, name of driver or vehicle id, card no., and company name.
- 3. Assign cards by individual drivers or vehicles description, or both, as authorized by GWA.
- 4. Card is restricted to fuel purchases only and fuel grade per bid.
- 5. The use of the fuel card is restricted to GWA owned or leased vehicles only.

Point of Sale Controls:

- 1. Require drivers to show valid vehicle ID or driver ID numbers at time of purchase.
- 2. Ability to set variable spending controls by amount of purchase.
- 3. Ability to restrict transactions for number of uses per day, week, or month
- 4. Ability to require Driver PIN or Odometer prompt for purchase
- 5. Provide printed sales invoice or slip with the point of sale data below, with the signature of driver on the invoice/slip transacting the sale.
- 6. Point of sale data: card number, fuel quantity (gallons purchased), type of fuel, name of driver or vehicle id, date of purchase and location, price per gallon, time of day.
- 7. Provide point of sale data in electronic form, Microsoft Office Excel 2007 or later version.

SECTION 1.02: TERM.

The Contract Term shall be for three (3) years to commence when the contract is signed by the GWA General Manager, and shall continue until midnight of, _______2019, with an option to extend for two (2) additional one (1) year renewal terms upon mutual agreement of both parties. The contractual obligation of GWA and Contractor is subject to the availability of funds. In the event funds are not available for any succeeding months, the remainder of such contract shall be cancelled and the Contractor shall be notified within sixty (60) days if funds are unavailable.

SECTION 1.03: CONTRACT PRICE.

The total contract <u>BID PRICE</u> per gallon delivered to <u>GWA Fleet point of delivery is</u> (in U.S. Dollars, inclusive of all costs and liabilities, please provide three (3) decimal places):

1.	Bid	Price	Offer:

(a)	Diesel Fuel Oil No. 2:	\$	per gallon
\ ca /	Diesel I del Oli 1 10. 2.	Ψ	per carro

(b) Automotive Gasoline, Regular Unleaded: \$_____ per gallon

The BID PRICE is the sum of the fixed service fee (per gallon) and the bid reference prices as of January 18, 2016 posting in Platt's' Asia-Pacific Market Scan Oil Prices are as shown:

Bid Reference prices:

<u>Fleet Fuels</u>	Reference Product Code	Reference Price
(a) Diesel Fuel Oil No. 2	Gasoil 10 ppm	\$0.820 per gallon
(b) Automotive Gasoline	Gasoline 92 unleaded	\$1.073 per gallon
(Regular Unleaded)		

PRICE DETERMINATION:

The invoice price for the fuel delivered in any month shall be the average of the effective prices reported for Gasoil 10ppm (for Diesel Fuel Oil No. 2) and Gasoline 89 unleaded (for Automotive Gasoline, Regular Unleaded), for all the daily postings of the previous month in the Platt's Asia-Pacific Market scan, for Singapore cargoes, plus the Service Fee as calculated.

The gas stations should be properly labeled to indicate the product grade at its pump. In the event that the gas station pump has not fully converted to Ultra-low Sulfur Diesel (ULSD) as set forth in Section 2.01, then the invoice price for Diesel Fuel Oil No. 2 delivered in any month shall be reduced and shall be based on the average of the effective prices reported for Gasoil Reg 0.5% Sulfur.

INVOICE PRICE CALCULATION FORMULA:

<u>INVOICE PRICE</u> = Previous Month daily postings average + Premium Fee

Sample data:

(a) Diesel Fuel Oil No. 2:

Sample Bid Price Offer = \$1.020 per gallon Premium Fee = \$1.020- \$0.820 = \$0.200 per gallon (b) Automotive Gasoline, Regular Unleaded:

Sample Bid Price Offer = \$2.996 per gallon Premium Fee = \$1.273 - \$1.073 = \$0.200 per gallon

Sample Invoice Price Calculation:

Delivery Month: January 2016

Diesel Fuel Oil No. 2:

Invoice Price = previous month average price + service fee

Previous Month's (December 2015) daily postings average * = \$48.109/barrel

= \$1.145/gal

Premium Fee (per sample data) = \$0.200 per gallon

Invoice Price = (\$1.145 + \$0.200) per gallon

Invoice Price = \$1.345 per gallon

This is the invoice price (in three decimal places) for Diesel Fuel Oil No. 2 purchases by GWA for the sample month of January 2016.

Remarks:

- 1. The same calculation procedure shall apply for Automotive Gasoline, Regular Unleaded pricing calculations.
- 2. The Contractor is required to submit to the Authority a monthly invoice price calculation report within the first five days of each report month. Reports must include the detailed pricing data comprising of the price postings.

The invoice price for the fuels (a) and (b), shall be the actual gallons received into GWA's fleet multiplied by the unit price as calculated and determined on a monthly basis in reference to Platts' Asia-Pacific Market Scan Oil Price. All invoices submitted must be accompanied by the product delivery receipts signed by the duly authorized personnel and the service station representative.

The contract price is effective and shall remain the same for the term of the CONTRACT in effect.

<u>SECTION 1.04:</u> <u>FLEET FUELS TO BE PURCHASED-DESIGNATED SERVICE STATIONS:</u>

All Fleet fuel purchases shall be at any of the Contractor's Service Stations unless otherwise agreed to by GWA. Fuel refilling shall be limited and restricted to GWA official and leased vehicles, and authorized personnel only. GWA agrees to provide and maintain a list of authorized vehicles and authorized personnel and provide Contractor with at least 72 hours written notice of any changes.

SECTION 1.05: TERMS OF PAYMENT.

Invoices for Fleet Fuels purchased pursuant to quantity (receipts) and quality prescribed under the terms of this Contract, shall be submitted on a monthly basis, based on the amount of gallons of fuels purchased by GWA. The payment term is thirty days (net) and the Authority shall promptly make payments within a reasonable time not to exceed a period of THIRTY (30) calendar days from the receipt of the invoice. All payments shall be based upon the received (invoiced) quantity.

SECTION 1.06: WARRANTY AND CLAIMS.

Contractor shall provide both express and implied warranties of merchantability and warrants that the Fleet Fuels shall meet the specifications prescribed herein under Section 2 of Article I and other pertinent sections. Claims against the Contractor on account of quality and contaminations (defects), loss or damage to product shall be given in writing by GWA within thirty days (30) from date of purchase (delivery) of fuels as specified herein. If the fuel oil fails to meet the required specifications, Contractor shall be liable for any direct damages including, but not limited to, compensation and such damages shall not affect other remedies provided for in the Contract.

SECTION 2

SECTION 2.01: PRODUCT AND QUALITY

The typical characteristics of the Fleet Fuels to be supplied under this contract shall be as follows:

A. DIESEL FUEL Oil No.2 A

Typical Characteristics:

	ASTM	Alternate			
Property	Test	Method	Unit of	Lir	nits
	Method B	ASTM	Measure		
Flash Point	D93		°C	52	Min
Water & Sediment	D2709		% vol	0.05	Max
Distillation Temp, °C				282	Min
90%, recovered	D86		% vol	360	Max
Kinematic Viscosity	D-445		mm ² at 40°C	1.9	Min
				4.1	Max
Ash	D482		% mass	0.01	Max
Sulfur	D5453	D7039-13	ppm (μg/g)	15	Max
Copper Strip Corrosion Rating					
(3hrs min at 50°C)	D130			No.1	Max

Cetane Index	D 613	D976-80		46	Min
		D 4737			
Aromaticity	D1319		% vol	35	Max
Carbon Residue	D524	D4530			
on 10% distillation residue		D6371	% mass	0.20	Max
Lubricity, HFRR @ 60°C	D6079		Micron	460	Max
Conductivity	D2624	D4308	pS/m	25	Min
Density @ 15°C	D1298	D4052	Kg/m ³	820	Min
				850	Max
Gravity, API @ 60°F	D1295	D4052		35	Min
				41	Max
Color	D1500		ASTM	2.0	Max
Strong Acid No.	D974		mg KOH/g	N	IL
Total Acid No.	D974		mg KOH/g	0.5	Max
Stability (Oxidation), 16Hrs	D2274		mg/L	25	Max
Appearance @ ambient temp	Visual			Rej	ort
Guaranteed Heating Value	D240		MMBTU/bbl	5.70	Min
(HHV)					

A 1. Follows the minimum requirements for **Ultra-Low Sulfur Diesel (ULSD) Fuel Oil** listed under ASTM 975-10

B. AUTOMOTIVE GASOLINE, REGULAR UNLEADED

Typical characteristics:

Property	ASTM Test Method	Alternate Method	Unit of Measure	Limits
Appearance (a) Ambient Temp.			VISUAL	Clear &
Provide the second seco				Bright
Color			ASTM	Report
Gravity, API @ 60 deg. F.		D – 1298		Report
DISTILLATION IBP, °C		D-86		Report
10% Evaporation				70 Max
20% Evaporation				Report
50% Evaporation				115 Max
90% Evaporation				180 Max
FBP				215 Max
Residue				2 Max
Reid Vapor Pressure @100°F,	D-5191	D-6378	psi	9 Max
SULFUR Content	D-2622	D-5453	Wt. ppm	300
				Max.
Existent Gum	D-381		mg/100 ml	4 Max
Doctor Test	D-4952	IP30		Negative

^{2.} Guam Public Law 30-184 mandates compliance to ULSD standards for Diesel Fuel Oil No.2

Induction Period @100°C	D-525		minutes	480 Min
Research Octane No. (RON)	D-2885	D-		91 Min
		2699MOD		
Motor Octane No. (MON)	D-2700MOD			Report
Anti-Knock Index (RON			Calculated	87 Min
+MON)/2				
Copper Corrosion @3 hrs @	D-130			1 Max
50°C				
Lead Content	D-3237	IP-224	g Pb/ USG	NIL
Phosporus	D-3231		g/USG	0.005
				Max
Benzene	UOP 744MOD	JM63	Wt%	Report
EthlyBenzene	UOP 744 MOD	JM63	Wt%	Report
Toluene	UOP 744 MOD	JM63	Wt%	Report
Total Aromatics	UOP 744 MOD	JM63	Wt%	Report
Xylene	UOP 744 MOD	JM63	Wt%	Report

Note: GWA may require the supplier to conduct additional tests as may be necessary.

SECTION 2.02: QUANTITY AND QUALITY ASSURANCE

The Contractor shall ensure that any of the designated service stations have metered quantity at the pump, the metering device has to be calibrated or had been calibrated at a frequency of six (6) months minimum and to be effected with the presentation of calibration certificate as performed by the third party certifying company. GWA will require submittals by the successful awardee.

(a) FLEET FUELS ON-STOCK INVENTORY.

The Contractor is required to maintain at its own storage facility, a minimum inventory of 20-days' supply requirement, approximately 20,000 gallons for each fuel grade.

(b) FLEET'S FUELS QUALITY TESTING.

The Fleet fuel delivered to GWA shall have the physical and chemical characteristics as described in **Section 2.01**.

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

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

The Contractor shall provide, at no cost to GWA, laboratory services and quality certification of the Fleet Fuels.

SECTION 3

SECTION 3.01: SECURITY.

For security of supply, Contractor reserves the right to supply the Fleet Fuels meeting GWA specifications from any lawful source. In the event that supplies are taken from such other places, then the price as invoiced to GWA will remain the same as established in Section 1.03.

SECTION 3.02: GOVERNMENT LAWS AND REGULATIONS

This Contract as executed shall be governed and construed in accordance with the laws, statutes, and regulations of the Territory of Guam. Wherever a term defined by the Uniform Commercial Code is used in the Contract the definition contained in the Uniform Commercial Code of Guam will control, unless otherwise specified.

The parties expressly submit to the jurisdiction of the Superior Court of the Territory of Guam, for the resolution of any dispute or difference or claims between the parties in connection with the Contract, and to service of process by registered mail. The Contractor agrees to accept the jurisdiction of the Superior Court of the Territory of Guam for the resolution of any claims. The Contractor waives all rights against GWA to claim consequential, special or punitive damages.

SECTION 3.03: TAXES and OTHER GOVERNMENT CHARGES

All forms of taxes, fees, charges, duty, or other form of amount equivalent thereto, now or hereafter imposed, levied, or assessed by the United States Government, the Government of Guam, or any instrumentality or agency thereof, in connection with and as a result of the sale of such goods herein provided for, if collectible or payable, shall be the responsibility of the Contractor.

SECTION 3.04: SPECIFICATIONS.

Should GWA wish to alter any of the specifications set out under Section 2.01 of Article I, terms of delivery, for good cause, it shall give written notice to Contractor within thirty (30) days. If such changes cause an increase or decrease in Contractor's cost of performance of Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim by Contractor for adjustment under this section must be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of changed specifications. Contractor and GWA shall, in good faith, negotiate an equitable adjustment pursuant to the change in specifications. If Contractor and GWA fail to agree on the adjustment to be made within thirty (30) days after Contractor receives notice of altered specifications, or if Contractor is unwilling to meet the altered specifications, the

parties agree to subject themselves to the terms of the "Disputes" clause herein. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract specifications as changed.

SECTION 3.05: PERMITS AND RESPONSIBILITIES.

The Contractor shall, without additional expense to GWA, 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 by Contractor.

SECTION 3.06: FORCE MAJEURE.

No failure or omission 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 if the same shall be cause by or arise out of:

- (a) <u>War, etc.</u> War, hostilities, acts of public enemy or belligerents, sabotage, blockade, revolution, insurrection, riot or disorder;
- (b) <u>Restraints</u>. Arrest or restraint of princes, rulers or peoples;
- (c) Confiscation. Expropriation, requisition, confiscation or nationalization;
- (d) <u>Rationing</u>. Embargoes, export or import restrictions or rationing or allocation, whether imposed by law or regulation or by voluntary cooperation of industry at the insistence or request of any governmental authority or person purporting to act therefore;
- (e) <u>Regulations</u>. 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) <u>Acts of God</u>. 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) <u>Loss for Tankers</u>. Loss of tanker tonnage due to sinking by belligerents or to governmental taking whether or not by formal requisition;
- (h) <u>Strikes</u>. Epidemics, quarantine, strikes or combination of workmen, lockouts, or other labor disturbances;
- (i) <u>Explosions</u>. Explosion, accidents by fire or otherwise to wells, pipes, storage facilities, refineries, installations, machinery;
- (i) 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;

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.

SECTION 3.07: NOTICE TO OTHER PARTY.

Either party whose obligations may be affected by any of the forces or causes set out in Section 3.06, 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 3.08: PAYMENT REQUIRED.

Notwithstanding the provisions of Section 3.06, GWA shall not be relieved of any obligation to make payments for any Fleet Fuels delivered to/purchased by GWA, however, during the force majeure condition the obligation shall be suspended, except for all fuels purchased prior to the force majeure condition.

SECTION 3.09: ALTERNATE SUPPLY.

In the event Contractor is unable to fulfill its obligations under this Contract as a result of any negligence on part of the Contractor or failure to meet GWA's requirement, GWA may at its sole discretion seek an alternative source for the fleet's fuels from other petroleum suppliers. If the cost of fuels during such period exceeds the Contract price as provided in Section 1.03, the Contractor shall be liable to GWA for the difference in cost and GWA must be reimbursed for said amount proven by GWA to be the difference in cost and based upon proven use by GWA official vehicles during this period.

SECTION 3.10: RESUMPTION OF PERFORMANCE.

If Contractor is prevented from delivering or GWA is prevented from receiving all or any of the Fleet Fuels, to be purchased under the Contract for the reasons which fall within the provisions of Section 3.06, then the party so prevented shall, as to the remainder of the Fleet Fuels not affected thereby, promptly resume performance of the Contract. No curtailment or suspension of deliveries or payment under the causes listed in Section 3.06, 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 3.11: DISPUTES.

(a) All controversies between GWA and the Contractor which arise under, or are by virtue of, this Contract and which are not resolved by mutual

- agreement, shall be decided by GWA pursuant to Guam Procurement laws and regulations.
- (b) Contractor may pursue applicable remedies under the Guam Procurement Law and regulations and the Government Claims Act.
- (c) Contractor shall comply with any decision of GWA and proceed diligently with performance of this Contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Contract; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Contract where the General Manager of GWA has made a written determination that continuation of work under the Contract is essential to the welfare of the territory.

SECTION 3.12: INDEMNITY.

Contractor agrees to hold the Consolidated Commission on Utilities, its employees, GWA, and GWA's employees 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 or for other performance required under this Contract.

SECTION 3.13: INSURANCE.

A. INSTRUCTIONS:

Contractor shall not commence work under this contract until he has obtained all insurance required under this section and such insurance has been approved by GWA, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall name GWA as an additional insured and contain a waiver of subrogation in favor of GWA.

B. WORKMEN'S STATUTORY COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE:

The Contractor shall take out and maintain during the life of this Contract the applicable statutory Workmen's Compensation Insurance with an insurance company authorized to write such insurance and in the applicable State or Territory covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Workmen's Compensation Insurance for the latter's employees. The Contractor shall secure and maintain, during the life of this Contract, Employer's Liability Insurance with a limit of \$500,000 with an insurance company authorized to write such insurance in all states or territories where the Contractor will have employees located in the performance of this Contract.

C. PUBLIC LIABILITY INSURANCE:

- 1. The Contractor shall maintain, during the life of this Contract, all necessary insurance as needed to protect Contractor against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage, which may arise from operations under this Contract whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided Liability Insurance shall be as follows:
 - (a) Bodily Injury Limits: \$500,000 each person, each occurrence.
 - (b) Property Damage Limits: \$2,000,000 maximum each occurrence.
- 2. The Public Liability Insurance required by the preceding Subparagraph 1 shall include the following extensions of coverage:
 - (a) The coverage shall be provided under a Comprehensive General Liability form of policy or similar thereto.
 - (b) The property damage coverage shall include a Broad Form Property Damage Endorsement.
 - (c) Contractual Liability coverage shall be included.
 - (d) Protective Liability coverage shall be included to protect the Contractor against claims arising out of operations performed by his subcontractors.
 - (e) Products Liability and/or Completed Operations coverage shall be included.

D. AUTOMOBILE LIABILITY INSURANCE:

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

- (a) Bodily Injury Limits: \$300,000 Each Person and \$500,000 Each Occurrence
- (b) Property Damage Limits: \$300,000 Each Occurrence

E. CERTIFICATE OF INSURANCE:

The Contractor shall furnish GWA with two (2) copies of a Certificate of Insurance evidencing policies required in Paragraphs B., C., and D. above. Such certificates shall specifically indicate that the Public Liability Insurance includes all extensions of coverage

required in Paragraph C., Subparagraph 2 above. Such certificate shall specifically state that the insurance company or companies issuing such insurance policies shall give GWA at least thirty (30) days written notice in the event of cancellation of or material change in any of the policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this Contract, the Contractor shall furnish Certificates of Insurance evidencing renewal of such coverage to GWA. The Certificates of Insurance shall clearly show this Contract number.

F. SUBCONTRACTOR'S INSURANCE:

The Contractor shall require each of his subcontractors to take out and maintain during the life of his Subcontract, the same insurance coverage required of the Contractor under Paragraphs B., C., and D. above, including the extensions of coverage required under Paragraph C., Subparagraph 2, above. Each subcontractor shall furnish to the Contractor two (2) copies of the Certificates of Insurance and such certificates shall contain the same information required in Paragraph C. above. The Contractor shall furnish one (1) copy of the certificates to GWA.

G. INSURANCE COMPANY AND AGENT:

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

H. INDEMNITY:

The Contractor shall indemnify and hold GWA free and harmless from all injuries and damages to persons or properties as a result of and relative to Fleet Fuel deliveries, including the cost of enforcement of the indemnity, actually and proximately caused by the Contractor or its agents and employees in the performance of the terms of the Contract.

I. OIL SPILL RESPONSIBILITIES:

The Contractor shall be responsible for any and all oil spills caused by or as a result of the performance of fuel deliveries. The Contractor shall recover or remove, or cleanup as appropriate, any fuels spilled by the Contractor, its agents or assigns upon the performance of this Contract.

SECTION 3.14: RESTRICTION AGAINST SEX OFFENDERS.

The Contractor shall fill out a Certification of Non-Employment of Convicted Sex Offenders that is attached to this Bid.

SECTION 4

SECTION 4.01: FAILURE TO SUPPLY.

Should Contractor fail to perform any of the terms, provisions or conditions of this Contract, the Contractor shall be in default. In this event, GWA will provide a written notice to the Contractor of such default, and provide the Contractor an opportunity to cure the default within thirty (30) calendar days after the notice of default. During this period, GWA, at its discretion and in accordance with whatever action, reserves the right to secure similar Fleet Fuels from other sources; in such event, the Contractor shall be responsible for any costs, expenses, fees, and monetary amounts of any nature whatsoever, including but not limited to handling fees, administrative, labor, and operations costs, and all other amounts associated with or related to the securing of such Fleet Fuels by the Authority. Should the Contractor fail to cure such default within thirty (30) calendar days after the notice of default thereof, GWA may terminate the Contract in whole or in part. In the event that GWA terminates the Contract by default, then the provisions of the performance bond shall be in effect.

SECTION 4.02: FAILURE 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 after notice of default, Contractor may, at its option, do either of the following:

- (a) terminate the Contract effective thirty (30) days after receipt by GWA of written notice if not first cured; or
- (b) continue to supply Fleet Fuels and bring suit in the Superior Court of Guam for amounts past due and as they become due for any amount more than sixty (60) days past due.

SECTION 4.03: 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, GWA may at its sole discretion terminate this Contract upon 30 days written notice.

SECTION 4.04: DEFAULT.

(a) Default.

In addition to default under the provision of Section 4.01, 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 Fleet Fuel supply or commits any other substantial breach of this contract, GWA 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, GWA may terminate the contract in whole or such part or parts 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, GWA may procure the Fleet Fuels supply from another source whenever it deems appropriate.

(b) Compensation.

GWA shall pay for Fleet Fuels delivered to GWA provided such fuel is received at the time of receipt of GWA's notice of termination for default.

(c) Additional Rights and Remedies.

The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

SECTION 4.05: TERMINATION FOR CONVENIENCE.

(a) Termination.

The delivery of Fleets Fuels supply under this Contract may be terminated by GWA in accordance with this clause in whole, or from time to time in part, whenever GWA shall determine that such termination is in the best interest of GWA, or whenever GWA because of technological developments ceases to use the said Fleet Fuels, as described in the specifications contained in this Contract and the bid.

Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which the Contract is terminated, and the Contract shall be terminated effective sixty (60) days after receipt of notice by Contractor.

(b) Contractor's Obligations.

The Contractor shall incur no further obligations in connection with the terminated fuel supply delivery and on the date set in the Notice of Termination the Contractor will stop delivery of fuels to the extent specified. The Contractor shall also terminate outstanding orders and contracts, if any, as they relate to the portion/s or part of the contract of the terminated Contract.

(c) 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, GWA may pay the Contractor, if at all, an amount set in accordance with subparagraph (3) of this paragraph.

- (2) GWA 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 2 G.A.R. § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by GWA, the proceeds of any sales of supplies and manufacturing materials under the Guam Uniform Commercial Code, and the Contract price of the Fleet Fuel not terminated.
- (3) Absent complete agreement under subparagraph (1) of this paragraph, GWA may pay the Contractor the following amounts, provided payments agreed to under subparagraph (2) shall not duplicate payments under this subparagraph:
- (i) Fleet Fuels Contract prices for supplies or services accepted under the contract by GWA;
- (ii) Costs incurred in preparing to perform and performing the terminated portion of the delivery of Fleet Fuels 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 fuels 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 hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid to 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 clause.

SECTION 4.06: REMEDIES CUMULATIVE.

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 5

SECTION 5.01: COVENANT AGAINST CONTINGENT 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, except 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, GWA 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 5.02: NOTICE.

CIIIA

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 first class of priority and addressed to the party at the address set forth in this section, and deposited in the United States mail. Either party may change its address by giving fifteen (15) days prior written notice to the other party. Such address until further notice shall be:

UWA:	General Manager
	Guam Waterworks Authority
	Post Office Box 3010
	Hagatna, Guam 96932
	Facsimile: (671) 646-2335
CONTRACTOR:	
	Facsimile:

Cananal Managan

SECTION 5.03: INTEREST OF OTHER PARTIES.

Contractor warrants that no member of the Consolidated Commission on Utilities, GWA, and no other officer, employee, or agent of GWA 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 5.04: 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 GWA. 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 GWA's written consent which may be given or refused at GWA's absolute discretion.

SECTION 5.05: TIME.

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

SECTION 5.06: 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 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, 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.

GWA reserves the right to add (via Change Order or Contract Amendment) any and all fleet vehicles and heavy equipment from the Guam Power Authority ("GPA") as vehicles that will be eligible to receive fuel under this bid. If such an event occurs, GWA will notify the Contractor of the persons and vehicles that are eligible to receive fuel under this bid on behalf of GPA. Any fuel used by GPA will be billed directly to GPA under the same terms and conditions in this Bid and the Contract. GWA, on behalf of, and in cooperation with

GPA, reserves the right to renegotiate a reduction in price due to volumetric changes in the fuel to be consumed by GWA and GPA jointly.

SECTION 5.07: DESCRIPTIVE HEADINGS.

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

SECTION 5.08: GOVERNING LAW.

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

Judgment upon any award rendered by the Superior Court of the Territory of Guam may be entered in any court of any country having jurisdiction, and such award shall be binding upon the parties. The Contractor waives all rights against GWA to claim consequential, special or punitive damages.

SECTION 5.09: DEFINITIONS.

- (a) "Barrel" shall mean 42 U.S. gallons.
- (b) "Day" and "Month" shall mean a calendar day and month respectively.
- (c) "Fleet Fuels" shall mean Diesel Fuel Oil No. 2 or Automotive Gasoline, Regular Unleaded, consistent with the specifications set forth in the bid and this contract.
- (d) "Gallon" or "gallon" shall mean a U.S. standard gallon of 231 cubic inches at sixty degrees Fahrenheit.
- (e) "Receiving facility" means GWA or at the vendors stations (depending on use).
- (f) "Fleet" or "Transportation fleet" shall mean the vehicles or equipment authorized by GWA.
- (g) "GWA" or "Authority" shall mean the Guam Waterworks Authority.
- (h) "Ton" shall mean a metric ton of 2204.62 English pounds.
- (i) "\$" refers to United States Dollars.

SECTION 5.10: 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 GWA, and no provisions contained in the contract nor any acts of the parties shall be deemed to create any relationship between GWA and Contractor, other than the relationship of buyer and seller.

SECTION 5.11: 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 5.12: SUCCESSORS IN INTEREST, SUBCONTRACTING AND ASSIGNMENT.

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 and any approved subcontractor. This agreement, nor any performance thereunder may be assigned nor sublet by Contractor to any other party without the express written consent of GWA.

SECTION 5.13: 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 full 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 parts or portions which may, for any reason, be hereafter declared invalid.

SECTION 5.14: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GWA 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 6

SECTION 6.01: BINDING EFFECT.

This Contract is binding upon the Contractor only if Contractor has been awarded the Contract in response to the <u>IFB GWA-2016-15</u>. This procurement is subject to the approval of the Consolidated Commission on Utilities (CCU), and shall be binding only upon such approval is made as evidenced by the signatories below.

IN WITNESS WHEREOF, the parties have entered into this Contract on the dates indicated by their respective names.

Contractor:	Guam Waterworks Authority:
By:	By: Miguel C. Bordallo, P.E. General Manager
Date:	Date:
Certified Funds Available:	Approved as to Form:
By: Certifying Officer Guam Waterworks Authority	By: Samuel J. Taylor Staff Attorney, GWA
Date:	Date:
Guam Business License or Certificate of A	authorization No.:
Contract No.:	
Vendor No.:	
Contract Amount:	

CORPORATE CERTIFICATION AS TO AUTHORIZATION TO BIND

I,								_certify that	I am
the	Secretary	of	the	corporation	named	as	Contractor	herein;	that
				who signed	d this cont	ract or	n behalf of th	e Contractor	, was
then					of said	corpo	ration by a	uthority of	said
corpo	oration of its	goverr	ning bo	dy, and is with	in the scop	e of its	s corporate po	owers to bind	d said
corpo	oration to the	terms	and co	nditions of this	Contract.				
					(CORF	ORAT	ΓE SEAL)		

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

CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS

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

I,	being a duly authorized representative acknowledge
the	
(print name)	
directive as describe above and ensure t	he Bid Proposal as submitted addresses the directive.
	Company Name)
(Title)	
(Signature)	(Date)

MAJOR SHAREHOLDER DISCLOSURE AFFIDAVIT

TERI	RITORY OF GUA	M }						
HAG	ATNA, GUAM	}						
I, the says:	undersigned			, being first duly sworn, depose and				
1.	That the persons who have held more than ten percent (10%) of the company's share during the past twelve months preceding the submission of the bid are as follows:							
	<u>NAME</u>	ADDRESS	<u>P</u>	ERCENTAGE OF SHARES HOLD				
	TOTAL NUM	MBER OF SHARES_						
2.	Persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for which this affidavit is submitted are as follows:							
	<u>NAME</u>	<u>ADDR</u>	ESS	AMOUNT OF COMMISSIONS, GRATUITY OR OTHER COMPENSATION				
Furth	er, affiant sayeth n	aught						
	•	augnt.						
Date:		Partner,	if the bi	ividual if bidder is a sole proprietorship; dders is a partnership; Officer, if the bration.				
Subso	cribed and sworn to	before me this	_day of _	, 201				
				Notary Public In and for the Territory of Guam My commission expires				

NON-COLLUSION AFFIDAVIT

Guam)
)ss: Tamuning)
I, first being duly sworn, depose and say: (Name of Declarant)
1. That I am the of (Title) of (Name of Company or Person Bidding/RFP
 That in making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder/offeror has not colluded, conspired, connived or agreed directly or indirectly, with any bidder or person, to put in a sham or to refrain from bidding or submitting a proposal and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to secure any overhead, project or cost element of said bid price, or of that of any bidder, or to secure any advantage against the GUAM WATERWORKS AUTHORITY or any person interested in the proposed contract; and That all statements in said proposal or bid are true. This affidavit is made in compliance with 2 G.A.R. § 3126(b).
So sayeth(Declarant)
Signed on this day of, before me a Notary Public in and for Guampersonally appeared, known to me to be the authorized representative of, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of, for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.
) Seal (
Notary Public

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

KNOW ALL MEN BY THESE PRESENTS, that (Name of Contractor) herein after called and Principal, the Principal as (Name of Surety) as duly admitted insurer under the laws of the Territory of Guam, as Surety, hereafter called the Surety, are held and firmly bound unto the Guam Waterworks Authority for the sum of **Dollars**), for payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents: WHEREAS, the Principal has submitted a bid for and is anticipated to enter into a contract in the amount specified below.

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

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

- A. The Surety hereby waives notice of any alteration or extension of the time made by the Authority provided the same is within the scope of the Contract or any modification thereto.
- B. Whenever the contractor shall be and is declared in default by the Authority to be in default under the Contract, the Authority having performed its obligations hereunder, the Surety may promptly remedy the default or shall promptly:
 - 1. Complete the Contract in accordance with its terms and conditions; or
 - 2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Authority and the Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the Authority, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts or completion arranged under this paragraph) sufficient funds to pay the cost of completion, less than balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph shall mean the total amount payable by the Authority to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Authority to Contractor. No right of action shall accrue on this bond to or for use of any person or corporation other than the Authority or successors of the Authority.
- C. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- D. The above named Contractor and Surety hereby jointly and severally agree with the Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date of which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment to final judgment for such sum or sums as may be justly due the claimant, and have execution thereon. The Authority shall not be liable for the payment of any costs or expenses of any such suit.
- E. No suit or action shall be commenced hereunder by any claimant:
 - 1. Unless claimant, other than one having a direct contract with the contractor, shall have given written notice to any two (2) of the following:

The Contractor, the Authority, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount

claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor at any place the principal maintains an office or conducts its business.

- 2. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
- 3. Other than in a court of competent jurisdiction in and for the Territory of Guam.
- F. The amount of the bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SIGNED AND SEALED THISA.D.	day of _		, 20,
IN THE PRESENCE OF: (Note: If the Principals are Partners, each must exec	cute the Bond)		
(WITNESS)		(CONTRACTOR)	(SEAL)
(TITLE)		(TITLE)	
(MAJOR OFFICER OF SURETY)		(MAJOR OFFICER OF	SURETY)
(TITLE)		(TITLE)	
		(RESIDENT GENERAL	AGENT)



"Better Water, Better Lives."

Gloria B. Nelson Public Service Building | 688 Route 15 | Mangilao, Guam 96913

Tel: (671) 300-6846

Issues for Decision

Resolution No. 36- FY2016
Relative to Approval of the Water Hydraulic Modeling Data Collection Barrigada Service Area, Project W15-005-EPA

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

The project is part of the 2011 Court Order ("CO") Paragraph 28 – Sinajana Water Transmission Line and Paragraph 29 – Storage Tank/Reservoir Repair, Replacement, and Relocation Program. As a Court Order project, it is necessary and urgent to work towards meeting Court Order deadlines. The project's main objective is to complete and deliver a design to improve GWA's water system hydraulic model accuracy and enable positive realignment of the pressure zones in the Barrigada project area. An analysis using the data collected will determine and identify specific equipment needs in the project area, PRV settings, valve locations, valve settings, and hydraulic grades. Additionally, the project objective is to improve the operational efficiencies and diurnal monitoring of the Barrigada project area. The data acquisition system collecting real-time data and alarms shall be integrated with GWA's new Supervisory Control and Data Acquisition (SCADA) system to allow real-time remote monitoring.

Where is the location?

Barrigada Reservoirs, Kaiser Reservoir, Mangilao Reservoirs, Airport Reservoir, Astumbo Reservoirs, Hyundai Reservoir, Yigo Reservoirs, PRV#16 at St. Johns, PRV #30, PRV #11 at Carnation, PRV #15, PRV #71, and PRV #12.

How much will it cost?

The fee proposal is Four Hundred Ninety One Thousand Four Hundred Ninety Eight Dollars and Zero Cents (\$491,498.00). With a ten percent (10%) contingency of Forty Nine Thousand One Hundred Forty Nine Dollars and Eighty Cents (\$49,149.80), the total authorized funding amount requested is Five Hundred Forty Thousand Six Hundred Forty Seven Dollars and Eighty Cents (\$540,647.80).

When will it be completed?

Project is to be completed by March 30, 2017, which includes a timeline to deliver services for bid support, construction, and commissioning.

What is the funding source?

The funding for this project will be USEPA Grant Funds awarded under USEPA Grant Number M96902611-5 and, if necessary, GWA 2013 and 2015 Bond funds.

The RFP responses:

- 9 downloaded RFP
- 3 submitted
- GHD Inc. recommended for award

GUAM CONSOLIDATED COMMISSION ON UTILITIES RESOLUTION NO. 36—FY2016

RELATIVE TO APPROVAL OF THE WATER HYDRAULIC MODELING DATA COLLECTION BARRIGADA SERVICE AREA PROJECT W15-005-EPA

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

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

WHEREAS, GWA has received a grant from USEPA under the State Revolving Fund program to improve the water hydraulic model for the Barrigada service area by installing data collection instrumentation that are capable of transmitting real time data via SCADA to GWA; and

WHEREAS, the project boundaries extend out of the Barrigada village due to water system facilities and infrastructure that influence the Barrigada Service Area which include Kaiser Reservoir, Mangilao Reservoirs, Airport Reservoir, Astumbo Reservoirs, Hyundai Reservoir, and Yigo Reservoirs as well as several PRV's; and

WHEREAS, GWA and USEPA agree that efforts to improve the hydraulic model through real time data collection are necessary and the first step in accomplishing this is through a scope of services that includes general civil engineering, electrical and SCADA, analysis and detailed design; and

WHEREAS, GWA has advertised the Request for Proposal (RFP-12-ENG-2015) soliciting a statement of qualification from experienced and qualified engineering firms to provide engineering design services for the Water Hydraulic Modeling Data Collection Barrigada Service Area; and

27 28 29

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WHEREAS, Request for Proposal (RFP) packages were downloaded by multiple interested parties, from which GWA received proposal submittals from three (3) engineering firms before the RFP submittal deadline; and

WHEREAS, the GWA A-E Selection Committee reviewed and evaluated the three (3) proposals (see EXHIBIT A-Evaluation Score) and made a recommendation to award a contract to the firm GHD Inc. and any successor at interest thereto (see EXHIBIT B- Evaluation Summary and GM Determination); and

WHEREAS, GHD and GWA negotiated the scope and fee for the Engineering services to be provided in the fixed fee amount of Four Hundred Ninety One Thousand Four Hundred Ninety Eight Dollars (\$491,498.00) (see EXHIBIT C – Fee Proposal); and

WHEREAS, GWA Management seeks approval of the fee proposal amount of Four Hundred Ninety One Thousand Four Hundred Ninety Eight Dollars (\$491,498.00), plus a ten percent (10%) contingency of Forty Nine Thousand One Hundred Forty Nine Dollars and Eighty Cents (\$49,149.80), for a total amount of Five Hundred Forty Thousand Six Hundred Forty Seven Dollars and Eighty Cents (\$540,647.80); and

WHEREAS, funding for this project will be from USEPA Grant Funds and, if necessary, GWA 2013 and 2015 Bond 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 fee proposal submitted by GHD, Inc. are fair and reasonable.
- 3. The CCU finds that the terms and conditions set by GWA relative to commencement of work activities are fair and reasonable and serve as a measure of Quality Assurance/Quality Control (QA/QC).

4. The CCU hereby authorizes the management of GWA to enter into a contract				
with GHD, Inc. in the amount of Four Hundred Ninety One Thousand Fou				
Hundred Ninety Eight Dollars (\$491,498.00).				
5. The CCU hereby further approves the total funding amount for this project o				
Four Hundred Ninety One Thousand Four Hundred Ninety Eight Dollars				
(\$491,498.00), plus a ten percent (10%) contingency of Forty Nine Thousand One				
Hundred Forty Nine Dollars and Eighty Cents (\$49,149.80), to bring the tota				
authorized funding amount to a maximum of Five Hundred Forty Thousand Size				
6. The CCU hereby further approves the funding source will be from USEPA Gran Funds and, if necessary, GWA 2013 and 2015 Bond Funds.				
RESOLVED, that the Chairman certified and the Board Secretary attests to the adoption				
of this Resolution.				
Hundred Ninety Eight Dollars (\$491,498.00). 5. The CCU hereby further approves the total funding amount for this project of Four Hundred Ninety One Thousand Four Hundred Ninety Eight Dolla (\$491,498.00), plus a ten percent (10%) contingency of Forty Nine Thousand On Hundred Forty Nine Dollars and Eighty Cents (\$49,149.80), to bring the tot authorized funding amount to a maximum of Five Hundred Forty Thousand S Hundred Forty Seven Dollars and Eighty Cents (\$540,647.80). 6. The CCU hereby further approves the funding source will be from USEPA Gra Funds and, if necessary, GWA 2013 and 2015 Bond Funds. RESOLVED, that the Chairman certified and the Board Secretary attests to the adoption this Resolution. DULY AND REGULARLY ADOPTED, this May 24th, 2016 Certified by: Attested by: JOSEPH T. DUENAS Chairperson Secretary I, J. George Bamba, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:				
Certified by: Attested by:				
1				
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				
AYES:				
NAYS:				
ABSTENTIONS:				
ABSENT:				
3				



December 30, 2015

To:

Thomas F. Cruz, P.E., Chief Engineer

From:

Gloria P. Bensan MOKOMITT

Chairperson, Consultant Selection Board

Subject:

RFP-12-ENG-2015

Design Services for Water Hydraulic Modeling Data Collection - Barrigada

Service Area

GWA Project No. W15-005-EPA

The following information is intended to document the evaluation process undertaken for the referenced solicitation.

EV	ALUATION COMMITTEE MEMBERS								
Name Title									
John Davis, P.E.	CIP Wastewater Engineer Supervisor								
Barbara C. Cruz, P.E.	Senior Engineer Supervisor								
Clinton Huntington II	Senior Engineer								
Garrett Yeoh	Senior Engineer								

	Consultant		Evalua	ation Scor	DBE	Total	Rank	
1.	GHD	83	92.5	89	96	5	365.5	1
2.	Stanley Consultants	79	90	86	98	5	358	2
3.	EMPSCO Engineering Consultants	75	54	48	57	5	239	3

Scores were evaluated based on sum of the individual scores plus additional five points for firms meeting DBE qualifications. The recommendation of the evaluation committee is shown in the ranking above.

Please review and approve at your earliest convenience so that we may proceed with the notification letters.



Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam ● Tel. (647) 300-6846

	IVIEWOKANDUIVI
December 3	30, 2015
То:	Greg P. Cruz Acting General Manager
From:	Thomas F. Cruz, P.E. Chief Engineer
Subject:	Evaluation Summary RFP-12-ENG-2015 Design Services for Water Hydraulic Modeling Data Collection – Barrigada Service Area GWA Project No. W15-005-EPA
for the refe	on Committee has completed all necessary actions for selecting the most qualified consultant renced solicitation. All proposals were reviewed and scored according to the conditions in the solicitation and shortlisted firms were interviewed.
1. 6 2. 5 3. (tee recommends the following top three (3) firms in order of preference for the project: GHD Stanley Consultants EMPSCO Engineering Consultants on summary sheet is attached for your information.
	GENERAL MANAGER'S DETERMINATION
Consultant F	irm Selected:
Remarks:	
	2 12.31.15

Date

GREG P. CRUZ

Acting General Manager

Exhibit C (1 of 13)



May 9, 2016

Mr. Miguel Bordallo, PE General Manager The Guam Waterworks Authority Gloria B. Nelson Public Service Building 688 Route 15, Mangilao, Guam 96913

Attn. Tom Cruz. PE Sent via email

Re: GWA RFP-12-ENG-2015, Scope of Work and Fee Proposal, Water Hydraulic Modeling Data Collection Barrigada Service Area

Dear Mr. Bordallo:

GHD is pleased to submit our Scope of Work and Fee Proposal for the above referenced project. The scope and fee were revised several times in conjunction with discussions with GWA Engineering.

We look forward to working with GWA on this important project and are ready to begin upon GWA's authorization. If you have any questions or comments, please do not hesitate to contact me directly.

Yours sincerely,

GHD Inc.

Paul K. Baron, PE, LEED AP, CCM, CPESC

Principal

Attachments, Scope of Work (11 pages), Fee Schedule (1 page)

Exhibit C (2 of 13)



Guam Water Authority (GWA) Water Hydraulic Modeling Data Collection Barrigada Service Area

SCOPE OF SERVICES

INTRODUCTION

The purpose of the Water Hydraulic Modeling Data Collection Project for the Barrigada Service Area is to gather selected real-time data to improve Guam Waterworks Authority (GWA) water system hydraulic model accuracy in the Barrigada Area. The additional data gathering capabilities will help GWA to consider pressure zone boundaries, as well as to identify PRV settings, valve locations, valve settings, and hydraulic grades, and to help identify equipment needs in the project area.

This Scope of Services defines the work to design an automated data acquisition system at selected sites in the GWA system to gather real-time field data. The resulting data acquisition system is intended to include field instrumentation, programmable logic controllers, communication systems and an operator terminal unit integrated into the existing GWA systems and coordinated with other GWA master planned improvements.

Table 1 below provides the list of project sites.

Table 1: Project Sites

Reservoir	Pressure Reducing Valves
Barrigada Reservoir #1	PRV #16 @ St. Johns
Barrigada Reservoir #2	PRV #30
Kaiser Reservoir	PRV #11 Carnation
Mangilao Reservoir #1	PRV# 15
Mangilao Reservoir #2	PRV # 71
Airport Reservoir	PRV # 12
Astumbo Reservoir #1	
Astumbo Reservoir #2	
Hyundai Reservoir	
Yigo Reservoir #1	
Yigo Reservoir #2	

The data acquisition system is intended to be setup to automatically read and collect flow rates, levels, and pressures. The system is intended to provide real-time field data that will be used by GWA to improve the accuracy of the water network model and hydraulic analysis results.

The data that can be collected as a result of this project can also be used by GWA to improve the operational efficiencies and diurnal monitoring of the Barrigada project area. The data acquisition system collecting real-time data and alarms shall be integrated with GWA's new Supervisory Control and Data Acquisition (SCADA) system to allow real-time remote monitoring capabilities for the selected monitoring sites.

SCOPE OF SERVICES

TASK 1: Project Management

- 1.1 Prepare and submit a project management plan that includes the following information:
 - A. Project description
 - B. Scope of Services (from Contract)
 - C. Work plan
 - D. Project schedule progress reporting methods
 - E. Quality assurance and control plan
 - F. Communications plan and contact list
 - G. Documentation plan
 - H. Subcontractor list
- 1.2 Provide project coordination support by corresponding with GWA and subconsultants via e-mail or telephone.
- 1.3 Prepare and submit monthly project status reports with each invoice, including subconsultant's efforts.
- 1.4 Plan and coordinate six project status teleconferences with GWA and subconsultants.

Deliverable:

A. Project management plan.

TASK 2: Predesign

- 2.1 Documentation Review and Field Investigations:
 - A. Review available record documents and drawings for the project area.
 - B. Review GWA's SCADA Master Plan. Note that design shall follow the Master Plan guidance and standards.
 - C. Conduct an initial field investigation of each site listed in Table 1 to collect the following site information while project sites remain operational during this investigation:

Exhibit C (4 of 13)

- Existing site conditions, facilities, and operations
- o Site access, drainage, and fencing conditions
- o Process equipment condition
- o Piping and valving configuration and characteristics
- o Instrumentation requirements
- o Demolition/replacement requirements
- o Electrical system requirements
- o Electrical power supply requirements
- o Operational requirements
- o Identify the performance needed and determine the equipment type and quantity of instrumentation to use for the design
- o Identify and recommend conceptual design instrumentation layout
- D. Organize field notes on a site-by-site basis; ensure recordkeeping is up-to-date.
- E. Provide coordination with GWA staff prior to investigations to plan order of sites.
- F. GWA staff will be responsible for providing site access and for opening electrical and control panels, operating electrical and mechanical equipment, opening vaults and boxes, and providing other access as needed for field investigations. GWA staff will also be responsible for site closure and restoration to maintain GWA operations of the facilities.

2.2 Define Requirements:

- A. Identify all required permits based on the anticipated work at each site.
- B. Define design objectives, design criteria, and methodology that shall be used to prepare the design. Identify all relevant codes, standards, environmental regulations, and all applicable local and federal laws that will be incorporated in the design.
- C. Identify storage requirements for data gathering.

- D. Identify hardware support to include redundancy (power outage and disaster recovery) in the event of failure.
- E. Discuss software, data logging and communication requirements with GWA Information Technology (IT) and Information System (IS) Division. Explore the use of the Guam Power Authority's (GPA) smart grid system.
- F. Conduct one on-Island workshop (during the week of field investigations) and one teleconference workshop with GWA's project team to review findings, summary, and path forward from Task 2.

Deliverable:

- A. Requirements summarized in an outline format.
- B. Meeting minutes from workshops.
- 2.3 Preliminary Engineering Reports **NOT INCLUDED**

TASK 3: Design

3.1 The design is anticipated to be divided into two bid packages with no alternate bid items as summarized in Table 2 below:

Table 2: Anticipated Bid Packages and Alternate Bid Items

Project Component	Bid Package 1	Bid Package 2
Reservoirs	7 sites	5 sites
PRV's	6 sites	4 sites

The design document will be split into bid packages following the 90% submittal.

- 3.2 The following is a general description of the key parameters for monitoring and data logging:
 - A. Design an automated data acquisition system with the instrumentation, remote terminal units, communication systems, an Operator Terminal Unit (OIT), and other necessary hardware and software between project sites and GWA Engineering Office.
 - B. Design and strategize integration of the OIT with GWA's existing water hydraulic model (Innovyze InfoWater Software) allowing GWA to update the water network model using the real-time data collected.
 - C. Design power and wiring systems to support the data acquisition system, with a backup power supply.
 - D. Design alarms during system failure.

- E. Design and strategize integration of the data acquisition system to GWA's new SCADA master station. The RTU shall send the data and alarms with time stamps to GWA's SCADA master station using DNP3 Secure Authentication over IP protocol through the communication systems.
- F. Prepare layout and process and instrumentation diagram (P&ID) to show instruments location and communication.
- G. Design all necessary piping, valving, fittings, and appurtenances to connect instruments to the project sites. Design approach shall be easy to maintain, such as double block and bleed, and easy to access.
- H. Design recommended civil site improvements that may include access, grading, drainage, fencing, and vaults to support the piping and instrumentation improvements.
- I. Identify commercially available software, hardware and instruments for an integrated system. The remote terminal units shall have programmable logic controller functionality; support DNP3 over IP protocol, and modular to support additional inputs/outputs in the future.
- J. Provide provisions for professional field and classroom training of GWA personnel by the Contractor.
- K. Conduct bi-weekly design status meetings with GWA.
- L. Coordinate with local agencies, such as GEPA to conduct project review meetings (60%, 90% and final) and communicate with key parties involved as needed to obtain input to complete the design process.
- M. Prepare permit applications for GWA submission and help GWA facilitate permit agency review. Permit fees to be paid directly by GWA.

Deliverables:

- A. Prepare meeting minutes from design meetings.
- B. Finalize the engineering report developed from the preliminary engineering report under Task 2.3 that documents design criteria, engineering calculations, instrumentation integration, communication strategy, operation strategy, Class 2 cost estimate, and supportive data. (3 copies.). **NOT INCLUDED**
- C. Prepare equipment and instrument list with recommended vendors, brands, model numbers, general specification and power requirement. The list shall be prepared in addition to the technical specifications.

Exhibit C (7 of 13)

D. 30% Submittal

30% draft design drawings (3 sets -11x17). Table of content for specifications (3 sets, 1 electronic PDF). Digital copy of 30% design documents.

E. 60% Submittal

- o 60% draft design drawings (3 sets–11x17).
- o Specifications including all spare parts (3 sets).
- o Digital copy of the 60% design documents.
- o Class 4 engineering cost estimate.

F. 90% Submittal

- o 90% draft design drawings (3 11x17, 2 sets 22 x 34).
- o 90% technical specifications including all spare parts (3 sets).
- o Draft construction schedule (3 sets).
- o Digital copy of the 90% design documents.

G. Final Submittal – Prepare bid forms

- o Final design drawings (3 sets -11x17, 3 sets -22×34).
- o Final technical specifications (3 sets).
- o Stamped engineering calculations as applicable (3 sets).
- o Final construction schedule (3 sets).
- Digital copy of the final design documents (PDF, MS Excel, MS Word) and Auto CAD design file.
- o Provide two bid packages, as described elsewhere in this scope.

TASK 4: Construction

4.1 Bid Phase:

- A. Prepare bid package.
- B. Assist with preparing answers to questions (RFI's) regarding the bid packages during the bidding phase. Assume two RFI's total.
- C. Assist with the Pre-Bid conference and respond to technical questions involving design and specifications that prospective bidders may have at the Pre-Bid

- conference, including the preparation of meeting minutes and providing formal responses to technical questions.
- D. Assist with preparation of bid addenda. Assume one addenda total.
- E. Assist with reviewing construction proposals received. This shall include a bid analysis, review of bid proposal prices, and conformance with contract requirements and the Guam Procurement Code. A letter of recommendation of award shall be prepared.

4.2 Construction Phase:

- A. If requested by the Construction Manager,
 - Review of manufacturer's shop drawings, calculations, samples, test results and other data required to be submitted by the contractor for conformance with the contract documents. Document and provide responses to GWA. Assume 8 submittal reviews (5 first round, 3 second round) total.
 - o Assist to address GEPA's inputs, concerns and requirements to contractors and suppliers. Allow 8 hours of coordination.
 - o Review requests for design clarification or interpretation submitted by contractor and provide responses to GWA. Assume two clarifications total.
 - Evaluate, approve or disapprove recommendation and substitution requests to determine acceptability of substitute materials and equipment proposed by the contractor and provides recommendations to GWA. This work is included in submittal reviews.
 - Create database of spare parts inventory, maintenance schedule, and standard operating procedures (SOP), troubleshooting, and warranties to be collected from manufacturers. – <u>NOT INCLUDED</u>
 - O Perform bi-weekly site visits throughout the construction period to ensure installation adheres to the design criteria and construction is progressing in conformance with the contract documents. Submit one site report per visit to GWA. Assume construction progresses over 3 months; therefore, 6 bi-weekly site visits. Subconsultant ArcSine will provide one onsite visit mid-project. GHD will provide bi-weekly site visits, with telephone support by ArcSine.
 - Provide 1 week onsite startup assistance, by ArcSine, to work through issues including SCADA integration.
- B. The scope of services described above for the construction phase will be optimized within the available budget at the time of construction.

Deliverables:

- A. Prepare bid tabulation and letter of recommendation for award.
- B. Prepare meeting minutes when meeting with any other governmental agencies, contractors, vendors or suppliers when related to the Project.
- C. If requested by the Construction Manager, participate in system commissioning and startup.

DESIGN ASSUMPTIONS

Many decisions have already been made by GWA and its consultants, and much of the communications and data acquisition infrastructure will be put in place outside of this Contract. This scope assumes that this project will make good use of the other work and systems, without duplicating efforts, either during design or in construction.

To minimize estimating contingencies, the paragraphs below state certain design assumptions.

1. Communications System Tropos Routers:

This Scope does not allow for designing, furnishing, or installing any new Tropos routers. This Scope does include choosing router locations for up to four that are not within range of any current or planned routers. This Scope assumes GPA power poles exist at the chosen locations for new routers, and no power poles will be furnished and installed under this Project. Chosen router locations will be submitted to GWA for GWA/GPA to install the router(s). Site design will include conduit and interconnection for the site to the router location. It is assumed conduit will be underground. Conduit and interconnection will stub up at the chosen location for the router(s).

2. Programmable Logic Controllers:

This Project will take as a "given" the programmable logic controller choices, including programming environment, under the GWA SCADA Project. Allow 12 person-hours over the duration of the Project for the following:

- a. Receive GWA's final PLC specifications.
- b. Perform a cursory review to verify applicability to this project.
- c. Incorporate the specifications into this project's Contract Documents.
- d. Coordination.

3. GWA Supervisory Control and Data Acquisition (SCADA):

This Scope assumes that GWA SCADA system will be up and running in time to accept this project's sites. This project does not comprise a review of GWA SCADA, nor a design of SCADA modifications, but instead implementation of new sites within an existing SCADA framework. (For the purpose of this scope, "existing SCADA" applies to the SCADA system which is planned to exist at the time this project is constructed.) Allow 60 hours over the duration of the project for the following:

- a. Receive information on GWA's SCADA system, its architecture, decisions.
- b. Confirm the means to provide the required workstation. It is assumed that a terminal services connection with the existing SCADA system will suffice.
- c. Specify the required work under this Contract to provide the workstation machine, and allow for that terminal services connection.
- d. No resources are included to design a separate SCADA system, or a temporary SCADA system.
- e. No resources are included to accelerate schedule of the SCADA system, or parts of it, in the event that it is not ready.

4. Standards:

GWA is developing SCADA standards. This scope does not include review comments on the standards. Allow 40 person-hours over the duration of the project for the following:

- a. Receive GWA's Standards.
- b. Perform a cursory review to verify which are applicable to this project.
- c. Write specifications which point to the standards, and contractually cause the Contractor to conform.
- d. Coordination.

5. Data Interface With Water Hydraulic Model:

Per early coordination with GWA, the SCADA-to-Innovyze InfoWater data transfer need not be automated. SCADA data output files can be manually uploaded, by a person, to Innovyze InfoWater.

6. Data Output and Reporting:

The reporting needs (hardcopy and electronic data extraction) for GWA's uses and the water model are unique to that task. The GWA SCADA system will have provisions for electronic and hardcopy reporting.

Over the course of the project, allow 12 hours for the following:

- a. Interview GWA personnel for reporting requirements.
- b. Investigate Innovyze data format requirements.
- c. Specify Contractor-developed reports/electronic outputs.

7. Data Acquisition Intervals:

The intervals at which data can be collected, and the intervals at which they are stored within the SCADA data historian, will be a function of the communications system and SCADA system. This project will take those as "given." Allow 12 hours over the course of the project for the following:

- a. To receive and document GWA data requirements.
- b. To receive and document communications and SCADA interval expectations.
- c. To specify reasonable (and attainable) requirements for this Contractor.

8. Alarm Notification:

a. GWA's SCADA system will have alarm notification. This project will call for additions to that system to accommodate the sites included. Determination of which conditions to alarm will be addressed as a Contractor-GWA coordination item during construction.

9. Programming:

This scope assumes that programming of the PLC's furnished and installed under this Contract, and configurations of data and screen additions to SCADA, will be by the Contractor. Over the course of the project, allow 12 hours for the following:

- a. Discuss programmer requirements with GWA personnel.
- b. Write general programming requirements, with emphasis on pointing to GWA standards.

No scope is included for prequalifying/sole-sourcing programmer(s).

No scope is included to specify GWA-furnished programming, with the incumbent coordination required.

10. No Other SCADA Components:

The scope does not include other SCADA components which might be requested, such as mobile devices, additional workstations, development machines, and/or related software. It is assumed that SCADA licensing will be adequate as it exists, with no evaluation nor specification of tag count increases, additional terminal services capabilities, etc.

GNA Barrigada Hydraulic Modeling Arctions Design Fee Estimate Exhibit C (13 of 13)

		Extract 6 (18 s)									,										
_												A	rcSine Engine	ering Lab	or and Expens	ies		Arc5	Sine Fees		
		Project	Project Manager	Staff Civil	Senior CAT	Technician	Clerical				Principal	Senior	Associate	Drafting	Technician	Clerical				Subcon- sultant	TOTAL
Taski		Principal	Senior Civil Eng	Engineer	Schiol CAL	recinician	Citrical	Expenses	Hours	Total Cost	Engineer	Engineer	Engineer	braiting	reciliician	Cicilcal	Expenses	Hours	Total Cost	markup	TOTAL
	Description	\$261	\$261	\$120	\$121	\$121	\$85				\$194	\$153	\$120	\$81	\$81	\$74					
Task 1	- Project Management		-					_							_						
1.1	Prepare Project Management Plan		2	2			2		6	\$932	2	4	8			2		16	\$2,108		
1.2	Team and GWA Coordination Monthly project status reports (allow for 8)	- 1	4	4			2		10	\$1,694 \$1,475	20	20 8	40			16		96 20	\$12,924 \$2,592		
1.4	Project status teleconferences (allow for 6, 1 hour each)	1	4	4			2		11	\$1,955	6	6				3		15	\$2,304		
					0	0									0						
	Total Task 1	2	14	10	0	0	8	\$0	34	\$6,056	32	38	48	0	0	29	\$0	147	\$19,928	\$1,993	\$27,97
	- Pre-Design																				
2.1	Documentation review and field investigations Request documents		2	2	-		2	-	- 6	\$932	1	-	4		-	2		7	\$822		
	Organize and review existing documents		2	4			-		6	\$1,002	-		8	4	8			20	\$1,932		
	Review GWA's SCADA Master Plan								0	\$0	4	4						8	\$1,388 \$0		
	Initial field investigations (11 reservoirs, 10 PRV's) Recordkeeping for site-by-site information (as investigation progresses)						-		0	\$0			8					0 8	\$960		
	Investigation coordination prior to investigations						2		2	\$170	4		4					8	\$1,256		
22	Design level investigations (4 people - 2 GHD, 2 ActSine, 1 week) Define requirements	1	40	40			2	5000	83	\$20,671	70		70		-		\$10,000	140	\$31,980		
2.2	Identify required permits		4	4			2		10	\$1,694		4	4			2		10	\$1,240		
	Define design objectives, criteria, and methodology		4	4			2		10	\$1,694	8	8	8			4		28	\$4,032		
-	Identify data gathering storage requirements Identify handware redundancy requirements	-	1			_			0	\$0 en	4	8	4		_	2		14	\$2,016 \$2,628		
	Coordinate software, data logging, and communications requirements with GWA IT								0	\$0	4	8	16			8		36	\$4,512		
H	GWA SCADA coordination		_						0	\$0	4	8	8			2		22	\$3,108		
	Incorporate standards Data output and reporting	-	<u> </u>				-		0	\$0 \$0	2	4	6		-	2		10 5	\$1,256 \$686		
	Data acquistion intervals								0	\$0		4				1		5	\$686		
H	Programmer requirements			-	_	4	_	_	12	\$0 \$2,008		2			_	1		3	\$380		
\vdash	Identify site civil improvements Identify requirements for piping, vaults, and appurtenances	-	4	4		4			12	\$2,008 \$2,008					-			0	\$0 \$0		
	Summarize requirements in outline format								0	\$0	2	4	4			- 1		11	\$1,554		
2.3	Prepare Basis of Design report Workshops (allow for 1 on island meeting in conjunction w/ field investigations and 1 telecon.)		4	4	-		2		10	\$1,694	8	8	_		<u> </u>	2		18	\$2,924		
_	worksnops (allow for 1 on-island meeting in conjunction will field investigations and 1 telecon.)		4	-			2		10	\$1,694	8	8				2		18	\$2,924		
	Totals Task 2	8	92	108	0	8	26	\$5,000	242	\$47,238	115	66	148	4	8	30	\$10,000	371	\$63,360	\$6,336	\$116,93
Yearle 2	- Design						-														
3.1	Design deliverables:																				
	Design meetings with GWA, bi-weekly (assume 16 meetings, 1 hour each) w/ agenda and minutes	4	8	16			8		35	\$5,732	16	32				16		64	\$9,184		
	Prepare equipment and instrument list GWA SCADA coordination						-		0	\$0 en	1 8	2 16	8 16		4	4		19 40	\$2,080 \$5,920		
	Incorporate standards								0	\$0	4	12	12			4		32	\$4,348		
	Data output and reporting								0	\$0 en	1	2	2			1		6	\$814 \$814		
-	Data acquistion intervals Programmer requirements						-	_	0	\$0 \$0	1 2	2	2		_	1 1		6 7	\$814 \$1.008		
	Coordinate with GPA for additional routers								0	\$0	4	2	12	2		2		22	\$2,832		
_	Quality assurance/quality control 30% Design	2	8		_		2		12	\$2,780	16	_	16					32	\$5,024		
	Specifications - Table of Contents only		2	2			1		5	\$847	1		2			1		4	\$508		
	Drawings	4	24	40	40				108	\$16,948	11	10	114	114	22			271	\$28,360		
_	Construction cost estimating (not included at 30% submittal) 60% Design						-		0	\$0								0	\$0		
	Specifications		4	4		8	8		24	\$3,172	10	12	10			12		44	\$5,864		
	Drawings	2	16	40	40				98	\$14,338	17	18	111	113	- 11			270	\$29,416		
_	Construction cost estimating Permit applications	1	2 2	8	8	8 8	4	_	15 30	\$2,231 \$3,758	1 1	2	2 2		4			9	\$1,064 \$1,064		
	90% Design																				
	Specifications Drawings	1 2	4 16	40	40	8	8	_	25 98	\$3,433 \$14,338	14 15	18	14	133	40	18		64 343	\$8,482 \$36,315		
	Construction cost estimating	1	2	4	40	4			11	\$1,747	1	2 2	4	133	4			11	\$1,304		
	100% Design																				
_	Specifications Drawings (all work costed here)	2	16	4 24	40	4	8	-	18 82	\$2,166 \$12,418	12	18 24	14	133	_	18		62 303	\$8,094 \$33,075		
	Construction cost estimating	1	2	4		4			11	\$1,747	1	2	2	100	2			7	\$902		
		20						\$0									\$0				
	Totals Task 3	20	108	194	168	44	39	30	573	\$85,655	152	202	607	495	91	78	30	1625	\$186,472	\$18,647	\$290,77
	- Services During Construction																				
4.1	Services during bid Prepare bid package	-	1	2	2		2	_	7	\$913	1/2	1	-		_	2		4	\$398		
	Respond to RFI's (Assume 2 RFI's)		1	4	Ľ		2		7	\$913	1/2	Ε'						0	\$398		
	Answer technical questions in writing from pre-bid meeting		1	4	F.		2		7	\$911	1	2						3	\$500		
	Assist with preparing bid addenda (Assume 1 addenda) Assist with reviewing construction bids		1	2	4		2	_	11	\$1,395 \$586	0.5	2			_	1		0 4	\$0 \$477		
4.2	Services during construction			_						J300		1						Ť	9477		
E	Perform and issue formal submittal reviews			16	\vdash							\vdash	-		-	\vdash		\perp			
\vdash	Assume 5 first round submittal reviews Assume 3 second round submittal reviews	-	2 2	16 6	-	-	8 4		26 12	\$3,122 \$1,582		-	-		-			0	\$0 \$n		
	Input for GEPA's concerns/requirements (allow 8 hours)		2	2					4	\$762	2	6						8	\$1,306		
	Design clarifications (Assume 2 clarifications total) Perform periodic site visits (Allowance)		2	4 16	2		2		10	\$1,414 \$1,920							\$5,000	0	\$0 \$5,000		
\vdash	Perform periodic site visits (Allowance) Participate in system commissioning and startup (assume 1 week)	l	-	16	-	_			16	\$1,920 \$960	8	20	20			\vdash	\$5,000 \$5,000	48	\$5,000 \$12,012		
	Totals Task 4	0	13	68	8	0	23	\$0	112	\$14,476	12	31	20	0	0	3	\$10,000	66	\$19,693	\$1,969	\$36,138
Task 5	- Determine Scope, Configuration, Strategies of Design Project						i														
5.1	Determine desired scope of sites for project								0	\$0								0	\$0		
5.2	Teleconferences with GWA (assume 3 teleconferences) Research existing documents	-	-		-	-	-		0	\$0 \$0		-	-		-			0	\$0 \$0		
5.4	Develop budgetary construction cost estimates								0	\$0								0	\$0		
5.5	Develop planning-level sheet list								0	\$0								0	\$0		
5.6	Discuss and finalize schedule constraints, bid package options	-	1			_			0	\$0 \$0			-		_	\vdash		0	\$0		
	Totals Task 5	0	0	0	0	0	0	\$0	0	\$0	0	0	0	0	0	0	\$0	0	\$0	\$0	S
_																					
	Project Subtotal	30	227	380	176	52	96	\$5,000	961	\$153,425	311	337	823	499	99	140	\$20,000	2209	\$289,453	\$28,945	\$471,82
								1									,		122,702	,743	
	GRT at 4.17%																				\$19,67
	PROJECT TOTAL																				\$491,498
	PROJECT TOTAL																				3471,478

Barrigada Cost Summary			
	GHD	ArcSine	Combined
Task 1 - Project Management	\$6,056	\$21,921	\$27,977
Task 2 - Pre-Design	\$47,238	\$69,696	\$116,934
Task 3 - Design	\$85,655	\$205,119	\$290,774
Task 4 - Services During Construction	\$14,476	\$21,662	\$36,138
Task 5 - Determine Scope, Configuration, Strategies of Design Project	\$0	\$0	\$0
Subtotal	\$153,425	\$318,398	\$471,823
GRT			\$19,679

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"Better Water, Better Lives."

Gloria B. Nelson Public Service Building | 688 Route 15 | Mangilao, Guam 96913

Tel: (671) 300-6846

Issues for Decision

Resolution No. 37- FY2016

Relative to Approval for the Design-Build of Northern District WWTP Service Area Wastewater Pump Station Improvements / IFB-01-ENG-2016; S15-005-EPA

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

Design and construct improvements and rehabilitations at seven wastewater pump stations. The improvements are needed now, and the funding grant expires in September 2017.

Where is the location?

The seven existing pump stations are all in the northern wastewater district. These are the Macheche, Ypaopao, Astumbo, Santa Ana Wastewater Pump Stations including three of GWA's largest and most critical stations: Fujita (Tumon); Route 16, and Southern Link.

How much will it cost?

The contract total is \$1,505,760.

When will it be completed?

September 2017 at the latest.

What is the funding source?

EPA State Revolving Fund (SRF) grant. No financial obligation from GWA.

BID responses:

14 picked up IFB package

3 submitted

ProPacific Builders, Inc. recommended for award

<u>_</u>	ENG ESTIMATE	PACIFIC RIM	CTI	PROPACIFIC
BASE BID	\$2.7M	\$1.9M	\$1.6M	\$1.2M
OPTIONAL	\$677K	\$692K	\$677K	\$289K
TOTAL	\$3.4M	\$2.6M	\$2.3M	\$1.5M

GUAM CONSOLIDATED COMMISSION ON UTILITIES

RESOLUTION NO. 37-FY2016

RELATIVE TO APPROVAL FOR THE DESIGN-BUILD OF NORTHERN DISTRICT WASTEWATER TREATMENT PLANT SERVICE AREA WASTEWATER PUMP STATION IMPROVEMENTS PROJECT

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

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

WHEREAS, GWA currently has a number of important USEPA State Revolving Fund projects including the rehabilitation of gravity sewer mains in the southern and central wastewater districts; and

WHEREAS, the intent of the project is to improve and modernize seven critical wastewater pump stations in the northern wastewater district so that their reliability and operating life are extended; and

WHEREAS, GWA has advertised the Invitation to Bid (IFB-01-ENG-2016) for the Design-Build of Northern District WWTP Service Area Wastewater Pump Station Improvements soliciting bid proposals from experienced and responsive bidders to design and construct repairs and upgrades at seven (7) wastewater pump stations in the northern portion of the island, namely the Macheche, Ypaopao, Astumbo, Fujita, Santa Ana, Southern Link, and Route 16; and

WHEREAS, this phase of work consists of furnishing all labor, tools, equipment and materials, as well as coordination efforts with GWA Wastewater Operations to design and construct all components described in the bid solicitation for the seven (7) pump stations described above; and

WHEREAS, IFB packages were picked up by fourteen (14) interested parties, from which GWA received bid proposals from three (3) of the fourteen parties (SEE EXHIBIT A – Abstract of Bids) before the bid proposals deadline; and

WHEREAS, GWA's project manager analyzed the bid proposal received on May 4, 2016 (SEE EXBHIBIT B- Evaluation) and determined that ProPacific Builder Corporation, who submitted the lowest bid as responsive and responsible and met all the bid requirement set forth by GWA; and

WHEREAS, GWA management seeks CCU approval of ProPacific Builder Corporation base bid proposal amount of One Million Two Hundred Sixteen Thousand One Hundred Forty Dollars (\$1,216,140.00); and Two Hundred Eighty Nine Thousand Six Hundred Twenty Dollars (\$289,620.00) for optional items for a total bid amount of One Million Five Hundred Five Thousand Seven Hundred Sixty Dollars (\$1,505,760.00), plus a ten percent (10%) contingency of One Hundred Fifty Thousand Five Hundred Seventy Six Dollars (\$150,576.00) to bring the total authorized funding amount to a maximum of One Million Six Hundred Fifty Six Thousand Three Hundred Thirty Six Dollars (\$1,656,336.00); and

WHEREAS, funding for this project will be from the USEPA State Revolving Fund;

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.
- The CCU finds that the terms of the bid proposal submitted by ProPacific Builder Corporation are fair and reasonable.
- The CCU hereby authorizes the management of GWA to accept the bid proposal from ProPacific Builder Corporation attached hereto as EXHIBIT C, and which is incorporated into this Resolution in its entirety.
- 4. The CCU hereby further authorizes GWA management to enter into a contract with ProPacific Builder Corporation in the amount of One Million Five Hundred Five Thousand Seven Hundred Sixty Dollars (\$1,505,760.00).

1	5. The CCU he	ereby further approves the total funding amount for this project of
2	One Million	Five Hundred Five Thousand Seven Hundred Sixty Dollar
3	(\$1,505,760.	00), plus a ten percent (10%) contingency of One Hundred Fift
4	Thousand Fi	ve Hundred Seventy Six Dollars (\$150,576.00) to bring the total
5	authorized fi	unding amount to a maximum of One Million Six Hundred Fift
6	Six Thousan	d Three Hundred Thirty Six Dollars (\$1,656,336.00).
7		
8		Chairman certified and the Board Secretary attests to the adoption
9	of this Resolution.	
10	BUILTY AND DECLU	DIVIADOPTED 11: 04nd 1 CM 2016
11	DULY AND REGULA	ARLY ADOPTED , this 24 nd day of May 2016.
12	Certified by:	Attacted by:
13	Certified by.	Attested by:
14		
15	JOSEPH T. DUENAS	J. GEORGE BAMBA
16	Chairperson	Secretary
17		ard Secretary of the Consolidated Commission on Utilities as ure above do hereby certify as follows:
19		
20	meeting by the member	true and accurate copy of the resolution duly adopted at a regular s of the Guam Consolidated Commission on Utilities, duly and
21		roperly noticed and advertised at which meeting a quorum was s who were present voted as follows:
23	AYES:	
24	NAMO.	
25	NAYS:	
26	ABSTENTIONS: _	
27	ABSENT:	
28		
29		
30		
31		
32		
		3

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Bids Opened and Read by: Work State (Name and Signature)	GWA Estimate		BME & SONS INC.	STANLEY CONSULTANTS	MINTSHOW INTERNATIONAL LLC	CANTON CONSTRUCTION CORP.	MAEDA PACIFIC CORP.	PACIFIC RIM	PROPACIFIC BUILDER	REX INTERNATIONAL, INC.	PROTECTIVE COATING SUPPLY	AMORIENT ENGINEERING	CORE TECH	PERNIX	RIM ARCHITECTS	BLACK CONSTRUCTION CORPORATION	Bidders Name		Project Number: IFB-01-ENG-2015; S15-005-EPA	
Tabulated By: SOUTH ORNIS AND PORTION (Name and Signature)								15% OF 1011 810	117161				15% of THE BIO AND				Section A-5 Bid Bond		DESIGN-BUILD OF NOKI HERN DISTRICT WWTP SERVICE AREA WASTEWATER PUMP STATIONS IMPROVEMENTS IFB-01-ENG-2015; S15-005-EPA	
7								?	7				1				Bidder Qualification Form		WASIEWAI	GUAM WATERWORKS AUTHORITY ABSTRACT OF BIDS
GWA Procurement Representative: (Name and Signature)	1) 			1	1				/				Non- Collusion Affidavit		EK POMP	WATERWORKS AUTI
urement Representati			ı.	-	1 =			9	1				1				EEO Certification		SIATIONS	OF BID
sentative:								1	1				1				Non- Segrageted Facilities		NPROVE	HORITY
		Total St				-		1	1				1				Sex Offender Certification	CERTIFICATIONS	MENIS	
Witnesses:								1	1				7				Wage & Benefit Determinati on	TONS		
R BT					:			1	1		į		1				Major Shareholders Affidavit			
5/1								1	1				1				Special Instructions to Bidders		Bid Opening Time:	
Mar (2	2				2				н		ing Time	
(Legis		100						1	1				7				2 3			
Muid Moni	2,756,670							1,899,681	1,216,140				1,617,585				BASE BID AMOUNT		3:00 p.m.	
Che LECH	677,092							692,936					677,285				OPTIONAL ITEMS			

EXHIBIT A (1 of 1) ORIGINAL

EXHIBIT B (1 of 1)

Gloria Bensan

From: John Davis <jdavis@guamwaterworks.org>

Sent: Friday, May 13, 2016 10:30 AM

To: Gloria Bensan

Subject: Design-Build of Northern District Wastewater Pump Station Improvements / IFB-01-

ENG-2015; S15-005-EPA / IFB Results / ProPacific Builders Recommendation for Award

Gloria,

Bids were received and announced on May 4, 2016.

ProPacific has the lowest bid (of three):

Base Bid: \$1,216, 140; Optional Bid Items: \$289,620; Total Bid: \$1,505,760.

ProPacific was asked to provide the names and credentials of its design consultant. The persons named are qualified to perform the design work.

After a detailed, line-by-line analysis of the ProPacific Bid Form, several items were considered unusually low. ProPacific was contacted to verify whether they were comfortable with executing a contract with the bid amounts submitted. ProPacific affirmed its commitment to its bid prices.

I recommend that the Design-Build of Northern District Wastewater Pump Station Improvements / IFB-01-ENG-2015; S15-005-EPA / be awarded to ProPacific Builders, Inc.

Sincerely, John Davis

GUAM WATERWORKS AUTHORITY

J. McArthur Davis, PE
Civil Engineering Supervisor
671-300-6041

EXHIBIT C (1 of 9)

D-B Morthern District WWTP Service Area Wastewater Pump station Improvement

APPENDIX A

210

BID PROPOSAL FORM

DATE:

TO: General Manager
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, GU 96913

Dear Sir/Madam:

The undersigned ("Bidder"), a CORPORATION (Corporation or partnership or individual), organized and/or licensed to do business under the laws of GUAM hereby proposes and agrees to furnish all necessary labor, materials, equipment, tools and services necessary for the construction of the IFB-01-ENG-2016 Design-Build of Northern District WWTP Service Area Wastewater Pump Station Improvements; GWA Project No. S15-005-EPA in accordance with the Specifications and other Contract Documents herein for the sum of

(Bid Amount) оие мислои тwo нииряер sixteen thousand one hundredy forty dollars

plus any and all sums to be added and/or deducted resulted from all extra and/or omitted work under a change order or Contract amendment under the unit and/or lump sum prices stated in the itemized proposal form attached hereto.

The undersigned has examined the location of the proposed work, the drawings, specifications and other Contract Documents and is familiar with the local conditions at the place where the work is to be performed, agrees to perform all work within the time set forth; herein and the price stated in their bid.

The Bid Guaranty attached hereto without endorsement, in the sum of not less than fifteen percent (15%) of the highest amount the total aggregate bid, is furnished to the Guaranty Waterworks Authority as a guarantee that the Agreement will be executed and a Performance and Payment Bond and proof of insurance and other requirements set forth in the bid, in the undersigned is the lowest responsible and responsive bidder. In the event that this Bid is accepted, and the undersigned bidder shall fail to: (1) provide any and all documents requested by GWA; (2) execute the Contract on terms and conditions acceptable to GWA; and (3) furnish a satisfactory performance and Payment Bond under the conditions and within the time specified in this Proposal, the equivalent amount of the Proposed Guaranty within the time specified damages for the delay and additional work and costs caused thereby in obtaining another bidder, said amount being beforehand determined as being treasonable and containing no penalties.

CCU May 24, 2016 Regular Meeting - NEW BUSINESS

EXHIBIT C (2 of 9)

D-B Northern District WWTP Service Area Wastewater Pump station Improvement

If written notice that the bidder is the lowest responsible and responsive bidder, and such notice is mailed, telegraphed or delivered to the undersigned within one hundred and twenty (120) days after the opening thereof, the undersigned agrees to execute the a Contract on terms and conditions acceptable to GWA, and to furnish a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the Contract Amount, within twenty (20) days after receipt of such notice.

The undersigned hereby acknowledges receipt of the following Addenda:

810S-lingA-6S	Addendum No. 3
8L0S-lingA-7S	Addendum No. 2
8r0S-lingA-80	Addendum No. 1
Dated:	Addendum No.

If awarded the Contract, the undersigned agrees to complete the work within 364 calendar days following the execution of the Contract by all parties thereto and the issuance of the Notice to Proceed from GWA.

Attached hereto are the following: (1) an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the Contract for which this bid; (3) proof of insurance in the licensure on Guam to conduct the services specified in the bid; including certificates and a copy of the complete types and amounts specified in the bid, including certificates and a copy of the complete policies which indicates coverages and exclusions; (4) Certification of Non-Employment of Convicted Sex Offenders; and (5) any other document requested under per the Bid Specifications.

The undersigned understands that the Guam Waterworks Authority reserves the right to reject any or all Proposals or to waive any informality or technicality in any Proposal in the interest of GWA.

RESPECTFULLY SUBMITTED BY: PROPACIFIC BUILDER CORPORATION

Jean Yeon Yu

(BY)

(BY)

President

TITLE)

750 Route 8 Suite 202 Hanam Plaza, Barrigada, Guam (BUSINESS ADDRESS)

5,158.00	02515, Division 3	C-YP-1, C-YP-2, C-YP-3,	Provide access driveways to both front gates	γP-1	2.08
1,725.00	10400, 16492, 09902,01179	M-YP-2, M-SD-1	Post additional signage related to safety, as applicable	YP-33	2.07
6,210.00	Division 16, 01179	E-YP-1, E-YP-2, E-YP-3, E- YP-4	Ypaopao sump pump system - Electrical Work	YP-29-E	2.06
13,386.00	11303, Division 13,09909	M-YP-1, M-YP-2, I-YP-1, M- SD-1	Install a new sump pump and control panel and provide cover/grating over sump pump pit	YP-29	2.05
2,070.00	16020, Division 16, 01179	E-YP-1, E-YP-3, E-YP-4	Ypaopao LEL gas monitors – Electrical Work	m	2.04
2,070.00	13300, 13340, YP-24, YP-28	I-YP-1, H-YP-2, H-YP-3, I- SD-1	Install permanent gas and LEL monitors in the wet well	YP-25	2.03
10,350.00	Division 16	E-YP-1, E-YP-2, E-YP-3	Ypaopao standby pump – Electrical Work	YP-12-E	2.02
38,054.00	11307, 09902, Division 3, Division 13	M-YP-1, M-YP-2, I-YP-1, S- SD-1	Install one new standby pump	YP-12	2.01
			Ypaopao Pump Station		2.0
87,870.00	TOTAL				
69,000.00	Division 3, 03180	S-MA-1	Rehabilitate the wet well	MA-18	1.02
15,870.00	11306, Division 16	E-MA-1	Procure one spare pump	MA-6	1.01
			Macheche Pump Station		1.0
ts.	Related Specification	Drawing(s)			115
Bid	ngs/Specifications*	Preliminary Drawings/Specifications*	Description	₹	

EXHIBIT C (3 of 9)

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•	

Pescription						
Description Preliminary Drawings/Specifications*	132,559.00	TOTAL				
Preliminary Drawing(s) Related Specifications (Pasopas pump station ventilation system puggrades pungrades install several lights in the wet well pit in the basement level of dry pit install a flow meter pit install a flow meter - Electrical Work Post signage related to safety, as Electrical Work Pasopas pump station ventilation system H-YP-1, H-YP-2, H-YP-3, H-Division 15, Division 16, phivision 16, phivision 15, Division 16, phivision 16, p	15,870.00	Division 16, 09902, 01179 (also see Descriptions)	E-A1-1, E-A1-2, E-A1-3	Replace the control cabinet enclosure	A1-14	3.06
Preliminary Drawings/Specifications* Drawing(s) Related Specification	4,140.00	16020,01179	E-A1-1, E-A1-3	Astumbo 1 intrusion detection system - Electrical Work	A1-1-E	3.05
Preliminary Drawings/Specifications* Description Drawings/Specifications	1,035.00	13340, Division 13	I-A1-1, I-SD-1	install intrusion detection system	A1-1	3.04
Preliminary Drawings/Specifications* Drawing(s) Related Specification Preliminary Drawings/Specifications Preving(s) Related Specification H-YP-1, H-YP-2, H-YP-3, H-Division 15, Division 16, Install several lights in the wet well Install drainage system Install drainage system Replace the BFP assembly and remove from the wet well space Install lights in the basement level of dry pit Astumbo Pump Station Install a flow meter E Astumbo 1 flowmeter – Electrical Work E-A1-1, E-A1-2, E-A1-3 Division 16 Division 15, Division 16, Olso see Descriptions Division 16 (also see Descriptions) TOTAL Division 15 Related Specification 1179 (also see Descriptions) C-YP-2 Descriptions) TOTAL Division 16 Division 16 Division 16 Division 15 Division 13 Division 15	1,035.00	10400, 16492, 19902, 01179	C-A1-1, M-SD-1	Post signage related to safety, as applicable	A1-28	3.03
Preliminary Drawings/Specifications* Drawing(s) Related Specification Preliminary Drawings/Specifications Related Specification Related Specification H-YP-1, H-YP-2, H-YP-3, H- Olivision 15, Division 16, Olivision 16, Ol	5,520.00	Division 16	E-A1-1, E-A1-2, E-A1-3	Astumbo 1 flowmeter – Electrical Work	A1-13-E	3.02
Preliminary Drawings/Specifications* Drawings/Specification	104,959.00	13340, 02605, Division 13, Division 15	C-A1-1, I-A1-1, I-SD-1	Install a flow meter	A1-13	3.01
Preliminary Drawings/Specifications* Preliminary Drawings/Specifications				Astumbo Pump Station		3.0
Preliminary Drawings/Specifications* I Description Preliminary Drawings/Specifications* Related Specification Preliminary Drawing(s) Related Specification Related Specification Preliminary Drawings/Specifications Related Specification Preliminary Drawings/Specification Related Specification Preliminary Drawings/Specifications Related Specification Preliminary Drawings/Specifications Related Specification Preliminary Drawings/Specifications Related Specification Preliminary Drawings/Specification Related Specification Preliminary Drawings/Specification Related Specification Preliminary Drawings/Specification Related Specification Preliminary Drawings/Specification Related Specification Preliminary Drawings Related Specification Prescriptions Prescriptions Prescriptions Division 15 (also see Descriptions) Division 15 (also see Descriptions) Descriptions Prescriptions Pre	207,915.00	TOTAL				
Preliminary Drawings/Specifications* Preliminary Drawings/Specifications Preliminary Drawings/Specification	22,356.00	16020, Division 16 (also see Descriptions)	E-YP-1, E-YP-2, E-YP-3, E- YP-4	Install lights in the basement level of dry pit	YP-21	2.13
Preliminary Drawings/Specifications* Preving(s) Related Specification Related Specification Related Specification Related Specification Proving(s) Related Specification Related Specification Proving(s) Proving(s) Related Specification Proving(s) Provi	17,250.00	Division 15(also see Descriptions)	с-үр-2	from the wet well space	үр-30	7.12
Preliminary Drawings/Specifications* Preliminary Drawings/Specifications* Preliminary Drawings/Specifications Related Specification Related Specification Related Specification Preliminary Drawings S Related Specification Related Specification 4, I-YP-1, H-YP-2, H-YP-3, H- Division 15, Division 16, Olivision 16, Ol	17,250.00	Division 2 (alsa see Descriptions)	С-ҮР-2	Install drainage system	YP-3	2.11
Preliminary Drawings/Specifications* Description Drawing(s) Related Specification	17,250.00	16020, Division 16 (also see Descriptions)	E-YP-1, E-YP-2, E-YP-4	Install several lights in the wet well	үр-22	2.10
D Description Preliminary Drawings/Specifications* Drawing(s) Related Specification	54,786.00	Division 15, Division 16, O1179 (also see Descriptions)	H-YP-1, H-YP-2, H-YP-3, H- YP-4, E-YP-1, E-YP-2, E-YP- 4, I-YP-1, H-SD-1	Ypaopao pump station ventilation system improvements and related electrical upgrades	24/28	2.09
Description Preliminary Drawings/Specifications*	ts	Related Specification	Drawing(s)			
	28	ngs/Specifications*	Preliminary Drawi	Description	5	No.

EXHIBIT C (4 of 9)

8	Description			PHB
		Drawing(s)	Related Specification	ហ
4.0	Fujita Pump Station			
4.01 FJ-24	Install permanent gas and LEL monitors in the wet well	I-FJ-1, H-ΥΡ-2, I-SD-1	13300, 13340, FJ-21, FJ-29 and FJ-37	3,450.00
4.02 FJ-24-E	Fujita LEL gas monitors - Electrical Work	E-FJ-1, E-FJ-3	16020, Division 16, 01179	3,036.00
4.03 FJ-7	Install new metal stairs for access to the wet well	S-FJ-1, S-FJ-2	05515, Division 3, Division 5	5,520.00
4.04 FJ-36	Hoist support system modifications	S-FJ-2	Division 3, Division 5	20 700 00
4.05 FJ-23	Replace grating over channels in the wet well	S-FJ-2	06500, Division 3, Division 5	14,393.00
4.07 FJ- 21/29/	Fujita pump station ventilation system improvements and related electrical	H-FJ-1, H-FJ-2, H-FJ-3, H-FJ- 4. E-FJ-1. E-FJ-2. E-FJ-3. I-	Division 15, Division 16,	120 858 00
37	upgrades	FJ-1, H-SD-1	Descriptions)	
				i
4.09 FJ-28	Repair leak on the southwest corner of the west wall	M-FJ-2, S-SD-1	Division 3 (also see Descriptions)	2,760.00
4.10 FJ-22	Inlet sluice gate repairs	M-FJ-2	11281 (also see Descriptions)	13,800.00
4.11 FJ(TG)-	Pump station maintenance painting		09011, 09902, Division 9, (also see Descriptions)	18,354.00
			TOTAL	211,871.00

EXHIBIT C (5 of 9)

270,882.00	TOTAL				
4,140.00	(see Descriptions)	C-SA-1	Improve on-site drainage to route storm flows away from the building	SA-6	5.09
22,080.00	10200, 09902	M-SA-1, M-SA-2	Install two new fixed louvers	5A-9	5.08
6,837.00	13340, Division 13	M-SA-2, I-SA-1, I-SD-1	Install a new float assembly with three control floats in the wet well	SA-15	5.07
1,173.00	10400, 16492, 09902,01179	M-SA-2, M-SD-1	Post signage related to safety, as applicable	SA-27	5.06
3,450.00	Division 3, Division 5	S-SA-1	Remove the corroded steel top and install guardrails around the wet well	5A-24	5.05
106,301.00	Division 16	E-SA-4	Install a new standby generator, fuel tank and ATS outside the building	SA-19	5.04
21,000.00	Addendum 3, Item 2	S-SA-1	Concrete generator and electrical equipment building		5.03- A
43,111.00	Division 16, 01179	E-SA-1, E-SA-2, E-SA-3, E- SA-4	Relocate all electrical equipment outside the building and remove the old generator	S-AS	5.03
31,050.00	Division 16, 09902, 01179	S-SA-1, E-SA-1, E-SA-2, E- SA-3, E-SA-4	Replace several cabinets and mount outside in electrical shed	SA-21	5.02
31,740.00	11304, Division 13, Division16,01179	M-SA-1, M-SA-2, E-SA-1, E- SA-2, E-SA-4, I-SA-1	Install two new pumps and control panels	SA-11	5.01
			Santa Ana Pump Station		5.0
	Related Specification	Drawing(s)			
Bid	Preliminary Drawings/Specifications*	Preliminary Draw	Description	9	No.

EXHIBIT C (6 of 9)

5

191,734.00	TOTAL		Manage and American A		
	(also see Descriptions))- Pump station maintenance painting	1 1	6.11
	(see Descriptions)	E-SL-1, E-SL-2, E-SL-4	Relocate VFDs tothe air conditioned electrical room	SL-21	6.10
	Division 15	M-St-1, M-St-2	Replace operator extension equipment for all four plug valves with new flexible extensions and operators on the ground level floor	SL-10	9
	Division 16, 01179	E-SL-1, E-SL-2, E-SL-3, E-SL-4	-	SL-31-E	5.00
22,080.00	11303, Division 13,09902	M-SL-1, M-SL-2, I-SL-1, M-SD-	-	SL-31	6.7
	10400, 16492, 09902, 01179	M-SL-2, M-SD-1	Post additional signage related to safety, as applicable	SL-33	6.6
	09011, 06500,09902	S-SL-1	Repaint guard rails and replace grating at mezzanine level of pump station	SL-30	6.5
	16020, 01179	E-SL-1, E-SL-4	Southern Link intrusion detection system - Electrical Work	SL-1-E	6.2
	13340, Division 13	I-SL-1, I-SD-1	Install intrusion detection system	SL-1	6.1
			Southern Pump Station		6.0
	Related Specification	Drawing(s)			
Pig	/Specifications*	Preliminary Drawings/Specifications*	Description	ō	i de

EXHIBIT C (7 of 9)

	13340, Division 13,	M-SL-1, M-SL-2, I-SL-1	Install four new flow meters on Southern	SL-19	6.3
17,250.00	15100, Division 15, (also see Descriptions	M-FJ-2	Repair 14-inch plug valve to stop leakage at Fujita	FJ-14	4.8
124,890.00	15100	M-FJ-1	Replace two ball centric plug valves (Nos. 2 and 3) with new valves with chain operators at Fujita	FJ-10	4.6
			OPTIONAL ITEMS	OPTION	
TY DOLLARS	NE HUNDRED FOR	XTEEN THOUSAND O	ONE MILLION TWO HUNDRED SIXTEEN THOUSAND ONE HUNDRED FORTY DOLLARS	9	
	The state of the s		TOTAL BASE BID AMOUNT EXPRESSED IN WORDS:	TOTAL B	
1,216,140.00	TOTAL BASE BID AMOUNT (ITEMS 1-7)	TOTAL BASE			
116,309.00	TOTAL				
100,000.00	16,01179 (also see Descriptions)	R16-4, I-R16-1, H-SD-1	upgrades upgrades	07/51	
300 000	Division 15, Division	H-R16-1, H-R16-2, H-R16-3,	Route 16 pump station ventilation system	R16-	7.4
2,500.00	16020, Division 16, 01179	E-R16-1, E-R16-3	Route 16 LEL gas monitors - Electrical Work	R16-17-	7.3
3,309.00	13300, 13340, R16-15, R16-20	-K10-1, 1-5U-1	the wet well	2.0.7.	ì
-			for the monorali	016 17	7 7
2,500.00	Division 3	S-R16-1	Repair existing monorall support connections and install additional supports	R16-21	7.1
			Route 16 Pump Station		7.0
\$	Related Specification	Drawing(s)			
Bid	s/Specifications*	Preliminary Drawings/Specifications*	Description	5	No.

EXHIBIT C (8 of 9)

No.	5	Description	Preliminary Drav	Preliminary Drawings/Specifications*	Bid
			Drawing(s)	Related Specification	n
6.4	SL-19-E	SL-19-E Southern Link flow meters - Electrical Work	E-SL-1, E-SL-2, E-SL-3	Division 16	15,000.00
7.5	R16-14	R16-14 Perform a structural evaluation and rehabilitation of Route 16 wet well	5-R16-2	Division 3 (also see Descriptions)	110,400.00

as background information. However, the bidder *Relevant preliminary drawings/technical specifications applicable to the bid item are listed for reference and

shall be responsible for reviewing the entire bidding package including, all Contract Documents, Preliminary **Drawings, Specifications, and Performance**

Base Bid. Contract will be awarded to the lowest responsive and responsible bidder with the lowest amount for the Total

EXHIBIT C (9 of 9)



"Better Water, Better Lives."

Gloria B. Nelson Public Service Building | 688 Route 15 | Mangilao, Guam 96913

Tel: (671) 300-6846

Issues for Decision

Resolution No. 38- FY2016

Relative to the authorization for the Guam Waterworks Authority to establish bank accounts with the Bank of Hawaii to deposit all collections processed through the merchant banking service provider.

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

To establish bank accounts with the Bank of Hawaii relative to the Merchant Banking services contract awarded by GWA and GPA. Bank accounts are necessary for the deposit of all credit card transactions received in person, on-line and via pay-by-phone.

On-line access is necessary to monitor collections and for the ease and convenience of monthly reconciliation.

Where is the location?

Bank of Hawaii, Hagatna Branch

How much will it cost?

Fee schedule attached (Attachment A)

When will it be completed?

Upon submission of signatory cards

What is the funding source?

Revenue funded

The RFP/BID responses (if applicable):

N/A

GUAM CONSOLIDATED COMMISSION ON UTILITIES RESOLUTION NO. 38-FY2016

RELATIVE TO THE AUTHORIZATION FOR THE GUAM WATERWORKS AUTHORITY TO ESTABLISH BANK ACCOUNTS WITH THE BANK OF HAWAII TO DEPOSIT ALL COLLECTIONS PROCESSED THROUGH THE MERCHANT BANKING SERVICE PROVIDER

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, the Guam Power Authority (GPA) and the Guam Waterworks Authority (GWA) were authorized by this Commission to issue a Request for Proposal (RFP) for a one-year contract for Merchant Billing Services with the option to extend for four one-year periods on January 26, 2016; and

WHEREAS, GPA and GWA awarded the Merchant Billing Services contract to Bank of Hawaii; and

WHEREAS, GWA will need separate checking accounts with online access for both utility payments and System Development Charges, to deposit the payments processed through the Bank of Hawaii merchant banking contract in order to facilitate the monthly reconciliation of both online and on-premise debit and credit card payments processed with deposits made and fees deducted for those same services; and

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

1. The recitals set forth above hereby constitute the findings of the CCU.

- The General Manager of the Guam Waterworks Authority is authorized to open checking accounts and establish online access with the Bank of Hawaii in support of the Merchant Banking services contract.
- 3. The following GWA personnel are authorized to sign financial instruments including checks, bank transfers and other transaction documents and to authorized other types of payments on behalf of the Guam Waterworks Authority:

MIGUEL C. BORDALLO, P.E., General Manager GREG P. CRUZ, CPA, Chief Financial Officer GILDA M. MAFNAS, Assistant Chief Financial Officer SANDRA J. SANTOS, Controller THOMAS F. CRUZ, P.E., Chief Engineer

- 4. Transaction amounts of \$10,000 or less will require a single signatory. All other transactions will require two signatories.
- 5. The Chairman and Secretary of the Consolidated Commission on Utilities are authorized to sign resolutions which are generally consistent with the authorizations granted in this resolution as may be required from time to time by specific financial institutions with who GWA and GPA conducts financial transactions.
- All transactions must be in accordance with delegations of contracting authority approved by the Consolidated Commission on Utilities and the GWA General Manager.

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

//

29

303132

1		DULY AND REGUI	ARLY ADOPTED A	AND APPROVED this 24 th day of May,
2	2016.			
3				
4		Certified by:		Attested by:
5				
6		JOSEPH T. DUENA		J. GEORGE BAMBA
7		Chairperson	.5	Secretary
8				
9			10	
11		I, J. George Bamba, B evidenced by my sign:		Consolidated Commission on Utilities as certify as follows:
12		, , ,	·	py of the resolution duly adopted at a
13		regular meeting by the	e members of the Guar	m Consolidated Commission on Utilities,
14				iced and advertised at which meeting a were present voted as follows:
15		quorum was present a	nd the memoris who	were present voted as ronows.
16		AYES:		
17		NAYS:		
18 19				
20		ABSTENTIONS:		
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22				
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			_	

ATTACHMENT A



FEE SCHEDULE

for Business Checking and Savings Accounts

This fee schedule is part of your deposit agreement with Bank of Hawaii.

Please review and keep for future reference.

		CHECKING	ACCOUNTS		
BUSINESS CHECKING (OPTION 1)			BANKOHANA BUSINESS \$50,000		
Minimum opening deposit	\$	100.00	Minimum opening deposit	\$	100.00
Balance requirement		None	Combined balance requirement to avoid monthly service fee	e:	
Monthly service fee		None	Combined average daily balance in Bankohana	\$	50,000.00
First 20 deposits and/or checks paid per month		None	Business \$50,000, related deposit accounts and		
Deposits and/or checks paid in excess of 20 per month	\$	0.50 each	related credit accounts		
			Monthly service fee if combined balance requirement is	\$	24.00
BUSINESS CHECKING (OPTION 2)			not met		Maria
Minimum opening deposit	\$	100.00	First 300 deposits, checks paid and/or items deposited into Bankohana Business \$50,000 or any related deposit		None
Balance requirement options to avoid monthly service fee:			accounts per month		
Minimum daily balance	\$	2,000.00	Deposits, checks paid and/or items deposited in excess	\$	0.25 each
or 2. Average daily balance	\$	4,000.00	of 300 into Bankohana Business \$50,000 or any related		
Monthly service fee if balance requirement is not met	\$	8.00	deposit accounts per month		
First 50 deposits and/or checks paid per month	Ψ	None	BANKOHANA BUSINESS CHECKING		
Deposits and/or checks paid in excess of 50 per month	\$	0.50 each	(Must be linked to a Bankohana Business \$25,000 or	\$50 (000)
Doposito ana/or oriona para in oxocco or oo per month	Ψ	0.00 00011	Minimum opening deposit	\$	100.00
BUSINESS MONEY MANAGEMENT CHECKING			Balance requirement to avoid monthly service fee	Ψ	None
(Eligibility restrictions apply)			Monthly service fee		None
Minimum opening deposit	\$	100.00	See fees for Bankohana Business \$25,000 or \$50,000 for		110110
Balance requirement options to avoid monthly service fee:			other fees applicable to combined accounts		
Minimum daily balance	\$	3,000.00			
Or 2. Average deily belance	¢	6,000.00	SPECIAL DONATION ACCOUNT (Eligibility restriction	ons a	pply)
Average daily balance Monthly service fee if balance requirement is not met	\$ \$	8.00	Minimum opening deposit	\$	100.00
First 50 deposits and/or checks paid per month	φ	None	Balance requirement		None
Deposits and/or checks paid in excess of 50 per month	\$	0.50 each	Monthly service fee		None
Deposits and/or checks paid in excess of 50 per month	φ	0.50 each	First 100 deposits and/or checks paid per month		None
BANKOHANA BUSINESS \$25,000			Deposits and/or checks paid in excess of 100 per month	\$	0.50 each
Minimum opening deposit	\$	100.00	Early Closing Fee (accounts closed within 180 days of		None
Combined balance requirement to avoid monthly service fe	e:		opening)		
Combined average daily balance in Bankohana Business \$25,000, related deposit accounts and	\$	25,000.00	NON-PROFIT CHECKING (Existing accounts only) For Church, School, Community and Non-Profit Organization	ns	
related credit accounts			Balance requirement to avoid monthly service fee:		
Monthly service fee if combined balance requirement is not met	\$	19.00	Average daily balance	\$	1,000.00
First 150 deposits, checks paid and/or items deposited		None	Monthly service fee if average daily balance is less than	\$	2.50
into Bankohana Business \$25,000 or any related deposit		None	\$500		
accounts per month			Monthly service fee if average daily balance is at least	\$	1.50
Deposits, checks paid and/or items deposited in excess of 150 into Bankohana Business \$25,000 or any related	\$	0.25 each	\$500 but less than \$1,000		

deposit accounts per month

OTHER FEES FOR CHECKING ACCOUNTS

1.	Statement	Options	(applies	to paper	and onlin	ne statements)

a. Check SafeKeeping

b. Image Enclosure

\$2.50 per statement cycle with enclosure†

Photocopies of cleared item -Check and / or deposit slip

a. Business Checking (Option 1)

\$2.50 per item

U.S. dollars

None

ns per month	ree ite	5	accounts	b
em thereafter) per it	then \$2.5		
None		siness	waii Visa® Debit Card for Bus	3. B
				4. R
10.00 per change	\$	aii Visa®	tier change for Bank of Hawa for Business	
20.00	\$,	placement card for Business waii Visa® Debit Card for Busi	
40.00	\$		sh card delivery add	F
		actions	Teller Machine (ATM) Transa	7. A
		vaii ATM)	BankMachines (Bank of Hav	a.
None		d balance	osits, withdrawals, transfer an ries	
1.50 each	\$		statements	
	M)	of Hawaii A	d ATMs* (Other than a Bank	b.
2.75 each	\$	erritories)	withdrawals (U.S. and its Te	
5.00 each +	\$	ŧ	withdrawals (International)**	
1% of the transaction amount in				

	3. Transfers and balance inquiries	\$ 1.00 each
8.	International** POS Transactions using the Bank of Hawaii Visa® Debit Card for Business will be charged an International Service Assessment fee.	2.5% of the transaction amount in U.S. dollars

Explanation of footnotes:

- † Fee waived for Business Checking (Option 2), Business Money Management Checking, all Bankohana for Business Checking, Special Donation Accounts, and Non-Profit Checking.
- Automated Teller Machines which display the PLUS $^{\tiny \scriptsize{(B)}}$ or STAR SYSTEM® symbols are "Qualified ATMs" and may be used with the Bank of Hawaii Visa® Debit Card for Business.
- ** International is considered to be outside the U.S., American Samoa, Guam, Saipan, Palau, the U.S. Virgin Islands or Puerto Rico.

BUSINESS MONEY MARKET SAVINGS	
Minimum opening deposit	\$ 100.00
Balance requirement options to avoid monthly service fee:	
1. Minimum daily balance	\$ 1,000.00
or	
Average daily balance	\$ 2,500.00
Monthly service fee if balance requirement is not met	\$ 8.00

BANKOHANA BUSINESS MONEY MARKET SAVINGS (Must be linked to a Bankohana Business \$25,000 or \$50,000)

Minimum opening deposit	\$ 100.00
Balance requirement	None
Monthly service fee	None
See fees for Bankohana Business \$25,000 or \$50,000 for	

BUSINESS SAVINGS

other fees applicable to combined accounts

Minimum opening deposit	\$ 100.00
Minimum daily balance requirement to avoid monthly service fee	\$ 1,500.00
Monthly service fee if minimum daily balance requirement is not met	\$ 6.50

BANKOHANA BUSINESS SAVINGS (Must be linked to a Bankohana Business \$25,000 or \$50,000)

Minimum opening deposit	\$ 100.00
Balance requirement	None
Monthly service fee	None
See fees for Bankohana Business \$25,000 or \$50,000 for other fees applicable to combined accounts	

BUSINESS BONUS RATE SAVINGS

Minimum opening deposit	\$ 100.00
Minimum daily balance required to avoid monthly service fee	\$ 10,000.00
Monthly service fee if daily balance is not met	\$ 15.00
Minimum monthly deposit required to obtain interest at Bonus Rate when no withdrawals are made	\$ 250.00

NON-PROFIT SAVINGS (Eligibility restrictions apply)

	P-3/	
For Church, School, Community and Non-Profit Organiza	tions	
Minimum opening deposit	\$	100.00
Minimum daily balance requirement to avoid monthly service fee	\$	200.00
Monthly service fee if minimum daily balance requirement is not met	\$	2.00

OTHER FEES FOR SAVINGS ACCOUNTS

Each pre-authorized, electronic or telephone transfer or withdrawal from your account in excess of six during any one month

10.00 each

		ОТ	HER MISC	ELLAN	IEOUS FEES
СН	ECKING AND SAVINGS ACCOUNTS			1	5. Deposit correction fee \$ 5.00 each
1.	Each check, withdrawal or EFT item which exceeds the available balance in your checking account or your overdraft credit limit, if any, will be assessed a			1	6. Temporary Checks \$ 3.00 per page
	fee as follows:			1	7. Returned Statement* \$ 5.00 each
	A. Not sufficient funds item returned/ Returned Item Fee	\$	26.00 each	1	8. International Statement** \$ 1.00 per paper statement
	B. Not sufficient funds item paid/ Overdraft Fee	\$	26.00 each	_	ADDITIONAL BUSINESS SERVICES
	You will be charged no more than three Overdraft and Returned Item fees on any one day per account.	/or		1	. Bankoh by Phone for Business
2.	Continuing Negative Balance Fee	\$	10.00		A. Account inquiries, information and transfers None B. Interim Statement copy via facsimile \$ 8.00 each
	for each continuing 7-day period to balance is overdr	that t	he end-of-day	0	
•			•	2	2. Disposable depository bags \$ Varies (Call for pricing)
3.	Initiation or renewal of a stop payment order (check/EFT/Bill Pay) or post-dated check notification	\$	30.00 per item	3	
4.	Check Returned to Bank unpaid			4	3 (3
	Resubmitted for payment	\$	7.00 each		A. For checking and savings withdrawals, checks, clean drafts and promissory 0.25% of collection amount; minimum \$30;
	 Charged back to the account 	\$	7.00 each		notes maximum \$150 per item
5.	Special Statements	Φ	0.00		plus cable fees, if applicable
	(a.k.a. Interim statements) (45 days advance notice required)	\$	8.00 each		B. Clean Collections – Unpaid Items Returned \$ 25.00
6.	Inactive Fee ⁽¹⁾	\$	5.00		plus postage or cable fees, if applicable
٥.		Ψ	per month		cable rees, if applicable
7.	Abandoned account handling fee	\$	45.00 each	E	explanation of footnote:
8.	Service of legal process affecting the account			(1	For all inactive accounts, regardless of balance, except for Bankohana Business
	A. Garnishment	\$	95.00 each		Savings, Bankohana Business Money Market Savings, Interest on Lawyers' Trust Accounts (IOLTA), analyzed checking and savings accounts, Public Funds
	B. Tax Levy	\$	50.00 each		checking and savings accounts. Please see your Deposit Agreement for
	C. Other legal processes	\$	50.00 each	(0	information regarding inactive accounts.
9.	Wire Transfer Service				Fee will be added to and assessed with the Outgoing and/or Incoming Wire fee.
	A. Outgoing Wires 1. Domestic			(3	³⁾ Plus additional charges, taxes, duties, or fees assessed by governments, intermediary, correspondent, beneficiary, and/or paying banks.
	- \$5,000 or less	\$	40.00 each	*	For the return of paper statements with no forwarding address. The fee is
	- Over \$5,000	\$	75.00 each		assessed on each first occurrence.
	2. International (U.S. and foreign currency)		Ask us for details	** For paper statements mailed to an International address. International is outside the U.S., American Samoa, Guam, Saipan, Palau, the U.S. Virgin islands or Puerto Rico.	
	B. Incoming Wires				
	Domestic and International	\$	13.00 each		Please note. The products and services listed in this fee schedule may not be available to all customers or available in all areas that Bank of
	C. Notifications	Φ	25.00		lawaii serves. Please consult your branch about the availability of
	 Fax or E-mail (One-Time Set-Up Fee) Fax Notice 	\$ \$	25.00 3.00 each		products and services.
		•	occurrence ⁽²⁾		
	3. E-mail Notice	\$	2.00 each occurrence ⁽²⁾		
	D. Special Handling such as tracer, amendment, cancellation/recall	\$	25.00 ⁽³⁾		
10.	Statement photocopies	\$	5.00 each		
11.	Faxed statement	\$	6.00 each		
12.	Fee for accounts closed within 180 days of opening each ("Early Closing Fee Period")	\$	100.00 each		
13.	Bank assistance and research per half hour or a	\$ ny fr	17.50 action thereof		
14.	Verification of Deposit/Audit Confirmation	\$	15.00		
D	per ac DA-151_E (Rev 12-2015)	cour	t, per request	3 of 3	MEMBER FDIC



"Better Water, Better Lives."

Gloria B. Nelson Public Service Building | 688 Route 15 | Mangilao, Guam 96913

Tel: (671) 300-6846

Issues for Decision

Resolution No. 39-FY2016

Relative to Approving the Guam Waterworks Authority Fiscal Year 2017 Budget

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

The purpose is to approve GWA's 2016 True-Up and Fiscal Year 2017 Budget. This document must be submitted to the Public Utilities Commission by June 1, 2016 as required by the GWA's Five (5) Year Rate Plan approved by the CCU and PUC in 2013.

How much will it cost?

The Fiscal Year 2017 Budget requests a 3.5% increase for basic, lifeline and non-lifeline rates across all customer classes (as originally earmarked in the Rate Plan) and a 3.7% increase for the legislative surcharge.

FY 2017 water, wastewater and other sources of revenues and O&M expenses are estimated at approximately \$113 million and \$81 million respectively and altogether will result in an operational gain of approximately \$15 million; and

When will it be completed?

Upon submission in June, the PUC will conduct its reviews over the summer and normally provides approval by August or September 2016.

What is the funding source?

Revenues

GUAM CONSOLIDATED COMMISSION ON UTILITIES RESOLUTION NO. 39-FY2016

RELATIVE TO APPROVING THE GUAM WATERWORKS AUTHORITY FISCAL YEAR 2017 BUDGET

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

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

WHEREAS, GWA Management has formulated and thoroughly reviewed the proposed Fiscal Year 2017 (FY 2017) Budget and does hereby submit said budget to the CCU for their approval; and

WHEREAS, FY 2017 is the fourth (4th) year of GWA's Five (5) Year FY 2014-FY 2018 Rate Plan approved by the CCU and the Guam Public Utilities Commission (PUC) in 2013; and

WHEREAS, the Five (5) Year Rate Plan (Rate Plan) consists of annual rate increases in the aggregate of 57% during the Rate Plan period with a 7% increase for basic, lifeline and non-lifeline rates in Fiscal 2017; and

WHEREAS, rate increases (during the Rate Plan period) are subject to an annual trueup to determine the sufficiency and reasonableness of the increase for the fiscal year under consideration; and

WHEREAS, GWA's Fiscal 2016 true-up highlighted key components driving cost savings thus allowing GWA management to recommend reducing the rate increase approved in the Rate Plan; and

 WHEREAS, these cost-saving components are comprised of \$6 million savings in debt service as a result of an upgraded credit following approval of the Rate Plan; and \$5 million reduction in power costs due to improved operating efficiencies; and finally to maximize the use of bond funds and lower cost of capital, GWA will defer \$3 million in capital expense reserves; and

WHEREAS, in consideration of the aforementioned savings, the FY 2017 Budget projection recommended by Management for approval by the CCU reduces the increase to 3.50 % for basic, lifeline, and non-lifeline rates across all customer classes and a 3.70 % increase for the legislative surcharge; and

WHEREAS, the projections were developed from an evaluation of historical and current data including assumptions of future performance benchmarks. This budget assumes no customer growth and demand sales this fiscal year; and

WHEREAS, these proposed rates will generate a total of \$113 million in operating revenues derived from approximately \$68 million in water sales, \$39 million in wastewater; \$3 million from the legislative surcharge; \$1 million in System Development Charges and \$.5 million in other revenues; and

WHEREAS, operating costs are earmarked at \$22 million in salaries and benefits; \$21 million in utilities; \$11 million in administrative and general expenses; \$3 million in contractual expenses; \$3 million in regulatory costs; \$.8 million in bad debts; \$18 million in depreciation and \$3 million in retiree supplemental annuities and health care for a combined Fiscal 2017 total of \$81 million, which is 10% lower than the current budget approved at \$90 million; and

WHEREAS the proposed Fiscal Year 2017 revenues and expenses altogether will result in an operational gain of approximately \$15 million; and

WHEREAS, the budget, as recommended, allows GWA to meet O&M, debt service 1 and capital expenditure requirements; and 2 3 WHEREAS, the FY 2017 Budget is a representation of Management best estimates of 4 5 resources necessary to carry out its strategic objectives consonant with the Authority's mission; 6 and 7 WHEREAS, it is the General Manager's desire to be granted budget transfer authority 8 to modify or adjust budget amounts among and between budget expense categories in the event 9 of changed conditions unanticipated in the FY 2017 Budget request; and 10 11 NOW BE IT THEREFORE RESOLVED, the Consolidated Commission on Utilities 12 does hereby approve and authorize the items listed herein: 13 14 **Section 1.** The foregoing recitals hereby constitute the findings of the CCU. 15 Section 2. The Fiscal Year 2017 Proposed Budget of \$113 million and \$81 million of 16 operating revenues and expenses, respectively, in addition to other cash flow requirements 17 such as debt service, bond reserves, working capital and conforming to the rate covenants for 18 the bond indenture (1.25) and PUC (1.75) are just and reasonable. 19 Section 3. The General Manager is authorized to transfer funds up to 10% between and 20 among O&M Budget expenses necessary to meet the mission of GWA. Any transfer(s) greater 21 than said percentage requires CCU approval. 22 23 RESOLVED, that the Chairman certifies and the Board Secretary attests to the 24 adoption of this Resolution. 25 26 **DULY AND REGULARLY ADOPTED**, this 24th day of May 2016. 27 Certified by: Attested by: 28 29 30 **JOSEPH T. DUENAS** J. GEORGE BAMBA 31 Chairperson Secretary 3

I	I	CCO Iviay 25	r, 2010 Negulai Met	fillig - INEW DOSINESS	
1		I, J. George Bamba, Board Sec by my signature above do here			Utilities, as evidenced
2		The foregoing is a full, true and	d accurate copy of	the resolution duly ado	nted at a regular meeting
3		by the members of the Guam C place properly noticed and adv	Consolidated Com	nission on Utilities, duly	y and legally held at a
5		who were present voted as following	ows:	recoming a quorum was pr	osent una the memoers
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7		AYES:			
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GUAM WATERWORKS AUTHORITY FY2017 PROPOSED BUDGET

	AUDITED FY2015	ANNUALIZED FY2016	PROJECTION FY2017
Basic & Non-Lifeline Increase	16.50%	16.50%	3.50%
Lifeline Increase	0.00%	0.00%	3.50%
Basic & Non-Lifeline Additional Increase	0.00%	0.00%	0.00%
Legislative Surcharge PUC/GPA/Navy Surcharge	3.25% 0.00%	3.25% 0.00%	3.70% 0.00%
Customer Growth	1.00%	1.00%	0.00%
OPERATING REVENUES			
Water Revenues	56,746,066 \$	65,851,917	68,156,734
Wastewater Revenues	32,679,297	38,080,702	39,413,527
PUC/GPA/Navy Surcharge			-
Legislative Surcharge	2,798,030	2,937,406	3,461,168
Other Revenues	706,657	462,106	525,000
System Development Charge	1,181,254	1,517,698	1,600,000
Total Operating Revenues	94,111,304	108,849,829	113,156,428
O & M EXPENSES			
Power Purchases	14,026,448	11,583,316	12,741,648
Water Purchases	5,098,872	6,974,250	8,116,687
Salaries and Benefits	16,168,167	19,748,339	22,698,007
Intentionally Left Blank Administrative and General Expenses	7,414,651	10,898,228	11,225,175
Intentionally Left Blank Regulatory Expense	432,433	253,870	261,486
Intentionally Left Blank Bad Debt Expense	980,243	974,956	750,000
Intentionally Left Blank	960,243	374,330	730,000
Depreciation Expense Intentionally Left Blank	14,543,396	17,820,000	18,354,600
Contractual Expense Intentionally Left Blank	2,793,267	3,449,529	3,553,015
Retiree Supplemental Annuities/Health care costs	3,491,101	3,346,922	3,451,160
Total Operating Expenses	64,948,578	75,049,411	81,151,778
Earnings (Loss) from Operations	29,162,726	33,800,418	32,004,650
Interest Income-Bond 2005,2010,2013	18,986	17,376	12,344
Interest Income-Other Funds	4,504	12,837	7,702
Interest Expense-Bonds 2005,2010,2013,2016	(19,678,967)	(22,176,144)	(26,687,801)
Interest Expense-BOG	(1,186,238)	(699,658)	(553,489)
Prior Year's Adjustment	55,907	474,348	-
Grant Funded Expenditures	(2,691,636)	(1,292,252)	-
AFUDC	9,791,856	8,555,246	7,500,000
Amortization of Discount, Premium and Issuance Costs	(277,345)	452,850	452,850
Grants & other contributions	3,586,637	1,752,289	3,000,000
Loss on Defeasance Bond05 Refunding		(233,796)	(233,796)
Deferred outflows from pension	(222.042)	(803,138)	(803,138)
Loss on Asset Disposal/Invty writedown	(222,012)	10 060 375	14 600 222
Net Income (Loss)	18,564,418	19,860,375	14,699,322
INCREASE (DECREASE) in Capital	18,564,418	19,860,375	14,699,322
BOND DEBT SERVICE			
Principal	3,955,000	4,910,000	5,040,000
Interest	10,015,824	17,315,393	19,522,301
Total	13,970,824	22,225,393	24,562,301

GUAM WATERWORKS AUTHORITY FY2017 PROPOSED BUDGET

	AUDITED FY2015	ANNUALIZED FY2016	PROJECTION FY2017
Basic & Non-Lifeline Increase	16.50%	16.50%	3.50%
Lifeline Increase	0.00%	0.00%	3.50%
Basic & Non-Lifeline Additional Increase	0.00%	0.00%	0.00%
Legislative Surcharge	3.25% 0.00%	3.25% 0.00%	3.70% 0.00%
PUC/GPA/Navy Surcharge Customer Growth	1.00%	1.00%	0.00%
DEBT SERVICE COVERAGE CALCULATION - Section 6.12			
Earnings (Loss) from Operations	29,162,726	33,800,418	32,004,650
Investment Income-Other Funds & Recoveries	4,504	12,837	7,702
Legislative Surcharge	(2,798,030)	(2,937,406)	(3,461,168)
Supplemental Annuities/COLA	3,491,101	3,346,922	3,451,160
System Development Charge	(1,181,254)	(1,517,698)	(1,600,000)
Depreciation & Amortization	14,543,396	17,820,000	18,354,600
Balance Available for Debt Service - Section 6.12	43,222,443	50,525,074	48,756,945
Debt Service Coverage (1.25X) - Section 6.12	3.09	2.27	1.99
DEBT SERVICE COVERAGE CALCULATION - PUC Debt Ratio			
Balance Available for Debt Service	43,222,443	50,525,074	48,756,945
Transfer to Working Capital Reserve for Debt Service Available for Debt Service - Working Capital Reserves	(3,875,000)	(3,000,000)	(3,650,000)
For Debt Service	710,000	4,585,000	7,585,000
Balance Available for Debt Service - PUC	40,057,443	52,110,074	52,691,945
Debt Service Coverage (1.75X) - PUC	2.87	2.34	2.15
CASH FLOW STATEMENT			
Net Income (Loss)	18,564,418	19,860,375	14,699,322
Depreciation & Amortization	14,820,741	17,367,150	17,901,750
AFUDC	(9,791,856)	(8,555,246)	(7,500,000)
Principal Payments - Bonds	(3,955,000)	(4,910,000)	(5,040,000)
Working Capital Change (Increase)Decrease	4,936,432	(2,774,866)	(4,074,431)
Principal Payments- BOG ST-\$30M	(3,313,936)	(2,717,819)	(2,863,988)
CAP I and Debt Service Reserve	-	(19,047,525)	-
Gross Bond Proceeds	-	161,534,842	-
Cost of Issuance	-	(2,467,854)	-
Deposit to Bond Construction Fund	-	(140,019,463)	-
Revenue Funded CAPEX	(5,749,783)	(10,528,135)	(10,000,000)
Bond Reserve Requirement(OMRRRF)	-	(2,666,821)	(1,055,251)
System Development Charge	(1,181,254)	(1,517,698)	(1,600,000)
Working Capital Reserve for O & M Working Capital Reserve for Debt Service	(750,000)	(2,300,000)	(4,450,000)
Grants and Other Contributions	(3,875,000) (3,586,637)	(3,000,000) (1,752,289)	(3,650,000) (3,000,000)
Current Year CAP I	9,331,688	2,527,829	7,165,500
Cash Surplus (Deficit)	2,949,813	(967,520)	(3,467,099)
Beginning Balance	2,555,136	5,504,949	4,537,429
Ending Balance	\$ 5,504,949 \$	4,537,429 \$	1,070,330

Guam Waterworks Authority O & M Schedule

O & M Schedule	Approved	Annualized		Budget	
	FY2016		FY2016		FY2017
Water Purchases	7,656,605	\$	6,974,250	\$	8,116,687
Power Purchases	17,344,384		11,583,316		12,741,648
	25,000,989		18,557,567		20,858,335
Salaries and Wages	23,763,619		19,748,339		22,698,007
Administrative and General Expenses	14,521,296		12,127,054		12,236,661
Sludge removal	1,826,721		2,031,783		2,092,736
Chemicals	3,000,979		2,390,936		2,462,664
Materials & Supplies	5,025,592		2,517,327		2,592,847
Transportation Expense	659,962		832,068		857,030
Telephone and Communication	191,356		164,876		169,822
Claims	186,000		38,258		39,406
Insurance	1,257,079		1,576,447		1,623,740
Training	216,072		64,891		66,838
Advertising	222,320		82,072		84,534
Miscellaneous	448,704		1,199,572		1,235,559
Sub Total	13,034,785		10,898,228		11,225,175
Regulatory	736,511		253,870		261,486
Bad Debts Provision	750,000		974,956		750,000
Depreciation Expense	17,820,000		17,820,000		18,354,600
Contractual Expense	6,408,118		3,449,529		3,553,015
Contractual-Audit & Computer Maint.	875,296		916,082		943,564
Contractual-Legal	58,207		5,112		5,265
Contractual-Lab	757,469		117,510		121,035
Contractual-Other	3,256,375		1,471,361		1,515,501
Building rental	612,961		447,002		460,412
Equipment rental	847,810		492,463		507,237
Retiree Supplemental Annuities and health care costs	2,896,787		3,346,922		3,451,160
Total Operating Expenses	90,410,809		75,049,411		81,151,778