



CONSOLIDATED COMMISSION ON UTILITIES

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

GUAM WATERWORKS AUTHORITY WORK SESSION

*CCU Conference Room
4:30 p.m., Tues., May 21, 2019*

AGENDA

1. ISSUES FOR DECISION

- 1.1 [Approval of Change Order Baza Garden Wastewater Cross-Island Pumping and Conveyance Phase II Construction Contract / Resolution No. 24-FY2019](#)
- 1.2 [Approval of Change Order Baza Gardens Wastewater Cross-Island Pumping and Conveyance Construction Management Contract / Resolution No. 25-FY2019](#)
- 1.3 [Approval of Change Order No. 1 Construction Management Services Contract for the GWA SCADA System for Water and Wastewater Facilities Phase A-1 / Resolution No. 28-FY2019](#)
- 1.4 [Approval of Change Order Yigo and Astumbo Reservoir Construction Management Contract / Resolution No. 29-FY2019](#)
- 1.5 [Approval of Change Order No. 4 for Central Guam Reservoirs Design / Resolution No. 30-FY2019](#)
- 1.6 [Relative to Approval of the Chlorine Bid Under the Guam Public Utilities Commission's Contract Review Protocol / Resolution No. 31-FY2019](#)
- 1.7 [Ratification of Expenditures for Track Me Guam, LLC. / Resolution No. 32-FY2019](#)
- 1.8 [Approval of the One \(1\) Year Extension of the Indefinite Quantity Contract with Badger Meter, Inc. for the Additional Purchase of Water Meters of Various Sizes and Accessories / Resolution No. 33-FY2019](#)

2. GM REPORT

- 2.1 GM Summary

3. ISSUES FOR DISCUSSION

4. DIVISION REPORTS

- 4.1 Communications
- 4.2 [Compliance & Safety](#)
- 4.3 [Customer Service](#)
- 4.4 Engineering
- 4.5 [Finance](#)
- 4.6 [Operations](#)

5. ANNOUNCEMENTS

- 5.1 Next CCU Meetings: GPA WS 5/23/19; CCU Mtg – 5/28/19

6. ADJOURNMENT



GUAM WATERWORKS AUTHORITY

"Better Water, Better Lives."

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

Tel: (671) 300-6846

Issues for Decision

Resolution No. 24-FY2019

Relative to Approval of Change Order to the Baza Gardens Wastewater Cross-Island Pumping and Conveyance System Phase II Contract

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

This resolution seeks CCU approval to increase the project fund authorization to address an unresolved claim from the contractor involving additional excavation necessary to meet/hit hard stable ground surfaces and filling up of flowable fill at the new SPS that was deemed by the contractor as additional work. The contractor ultimately moved forward with completing the new SPS so that the project can progress however the claim stayed unresolved. GWA's project engineers/Chief Engineer have further reviewed the claim and agree that additional work and material were used and as such approve the claim. The fund authorization to date is insufficient to work towards executing a Change Order thus GWA management is seeking CCU approval to increase project fund authorization.

Where is the location?

Work related to the pending Change Order Proposal is part of the new Windward Hills SPS.

How much will it cost?

GWA management is seeking CCU approval for additional funding for Change Order Proposal related to Phase II contract in the amount of Fifteen Thousand Two Hundred Twenty-Two Dollars and Twenty-Five Cents. (\$15,222.25).

the approval of this resolution will bring the total authorized funding for Phase II to Six Million Three Hundred Seventy-Two Thousand Ninety-Three Dollars and Three Cents (\$6,372,093.03)

When will it be completed?

June 2019

What is the funding source?

Additional funding needs will be from wastewater bond funds applicable to the project as well as System Development Charge funds.



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GWA RESOLUTION NO. 24-FY2019

**RELATIVE TO APPROVAL OF CHANGE ORDER TO THE BAZA GARDENS
WASTEWATER CROSS-ISLAND PUMPING AND CONVEYANCE SYSTEM PHASE II
CONTRACT**

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, to meet a mandate of the 2011 federal Court Order regarding the Baza Gardens Wastewater Treatment Plant (WWTP), GWA elected to remove the treatment plant from operation and to instead pump the wastewater to the new (under construction) Agat-Santa Rita WWTP; and

WHEREAS, due to schedule and funds constraints, the project was divided into three phases (I, II and III) and three separate construction contracts, extending from the Baza Gardens WWTP, across Route 17 (cross-island road), and terminating at the entrance to the new Agat-Santa Rita WWTP on Route 2A; and

WHEREAS, the CCU approved via Resolution 01-FY2017 a total funding authorization for Phase I with BME & Sons in the amount of Eight Million Two Hundred Eighty-Two Thousand Five Hundred Fifty-Eight Dollars and Seventy-Five Cents (\$8,282,558.75); via Resolution 13-FY2017 a total funding authorization for Phase II with BME & Sons in the amount of Six Million Two Hundred Fourteen Thousand Nine Hundred Ninety-Seven Dollars and Seventy Cents (\$6,214,997.70) and via Resolution 29-FY2017 a total funding authorization

1 for Phase III with Sumitomo-Mitsui Construction Company in the amount of Sixteen Million
2 Three Hundred Seven Thousand Four Hundred Thirty Six Dollars and Sixty Cents
3 (\$16,307,436.60); and
4

5 **WHEREAS**, the portion of the gravity conveyance system along the entrance road (from
6 Route 2A to the Agat-Santa Rita WWTP site) that is 0.5 miles long was not included in Phase I,
7 II or III of the Cross-Island project as it was deemed in 2016 that the contractor for the new
8 Agat-Santa Rita WWTP project might be better positioned to more cost-effectively execute the
9 gravity line installation work; and
10

11 **WHEREAS**, as of September 2018, the contractor for Phase I of the subject project
12 completed gravity line installation along Route 2A and reached the entrance road to the new
13 Agat Santa Rita WWTP and the contractor for the new WWTP unfortunately was not ready to
14 execute additional scope related to installing of the gravity line along the entrance roadway; and
15

16 **WHEREAS**, due to efforts to comply with Court Order deadlines related to the Baza
17 Gardens WWTP as best as possible, GWA management executed Change Order #4 with BME &
18 Sons, Inc., (Phase II Contract) to install part of the 21-inch diameter gravity sewer along the
19 entrance roadway to the new WWTP to complete the wastewater conveyance system; and
20

21 **WHEREAS**, the execution of Change Order #4 related to the 21-inch gravity line
22 installation depleted the contingency funds approved via CCU Resolution No. 13-FY2017 for
23 Phase II contract; and
24

25 **WHEREAS**, GWA subsequently received additional funding authorization in the amount
26 of One Hundred Forty-One Thousand Eight Hundred Seventy-Two Dollars and Seventy-Eight
27 Cents (\$141,872.78) for the Phase II contract via CCU Resolution 52-FY2018 that addresses
28 unexpected costs for endangered species mitigation measures, unexpected buried utilities in the
29 Navy right-of-way, as well as various sites changes that impacted project cost; and
30
31
32

WHEREAS, the approval of CCU Resolution 52-FY2018 increased the total authorized funding for the Phase II contract to Six Million Three Hundred Fifty-Six Thousand Eight Hundred Seventy Dollars and Forty-Eight Cents (\$6,356,870.48); and

WHEREAS, GWA further executed two Change Orders using the fund authorization from Resolution 52-FY2018 which brought the contract value with BME & Sons for Phase II to Six Million Three Hundred Fifty Thousand Eight Hundred Twenty-Two Dollars and Nine Cents (\$6,350,822.09); and

WHEREAS, GWA is working towards wrapping up all pending items to close the contract and one unresolved claim from the contractor involves additional excavation to meet hard stable ground surfaces and filling up of flowable fill at the new SPS for which GWA has finally agreed to the claim after further discussion with the CM and geotechnical engineer; and

WHEREAS, the contractor's claim for additional excavation to the SPS as noted above is Fifteen Thousand Two Hundred Twenty-Two Dollars and Fifty-Five Cents (\$15,222.55) (See Exhibit A) and the balance of the funding authorization is insufficient to cover thus GWA management is seeking CCU approval to increase the project fund authorization so as to be able to execute a Change Order and close this contractor claim; and

WHEREAS, the approval of this resolution will bring the total authorized funding for Phase II to Six Million Three Hundred Seventy-Two Thousand Ninety-Three Dollars and Three Cents (\$6,372,093.03); and

WHEREAS, funding for this project will be from wastewater bond funds applicable to the project as well as System Development Charge 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 hereby approves additional funding to Phase II contract for the Baza Gardens Wastewater Cross-Island Pumping and Conveyance project in the

amount of Fifteen Thousand Two Hundred Twenty-Two Dollars and Fifty-Five Cents (\$15,222.55) (Exhibit A).

3. The CCU further authorizes the total authorized funding to Phase II contract to Six Million Three Hundred Seventy-Two Thousand Ninety-Three Dollars and Three Cents (\$6,372,093.03).

4. The CCU further authorizes the funding for this project will be from wastewater bond funds applicable to the project as well as System Development Charge funds

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

DULY AND REGULARLY ADOPTED, this 28th day of May 2019.

Certified by:

Attested by:

JOSEPH T. DUENAS
Chairperson

MICHAEL T. LIMTIACO
Secretary

SECRETARY'S CERTIFICATE

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

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

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT A

ACTIVITY AND LOCATION:				CONSTRUCTION CONTRACT NO.:				DATE:					
GWA BAZA GARDEN WASTEWATER CROSS-ISLAND PUMPING AND CONVEYANCE SYSTEM PH-2				ESTIMATED BY:				BME & SONS, INC				Tuesday, April 02, 2019	
				CCR#07rev2 Wetwell Additional Excavation and Flowable Fill Due to Unsuitable soil Condition per GEO Field Instructions				STATUS OF DESIGN:					
Item No.	ITEM DESCRIPTION	QUANTITY		MATERIAL COST		LABOR COST		EQUIPMENT COST		ENGG ESTIMATE			
		QTY	UNIT	UNIT \$	TOTAL	UNIT \$	TOTAL			UNIT \$	TOTAL		
	Additional Excavtion and Flowable Fill												
	Additional excavation works to meet hard stable ground surface as per GEO Field instructions	92.9	CY		\$ -		\$ -	\$ 14.00	\$ 1,300.81	14.00	\$ 1,300.81		
	Disposal of excess soil	92.9	CY		\$ -		\$ -	\$ 7.00	\$ 650.30	7.00	\$ 650.30		
	Total actual poured flowable fill (see HRP delivery receipts)	135.0	CY	110.75	\$ 14,951.25		\$ -	\$ 5.00	\$ 675.00	115.75	\$ 15,626.25		
	Less: Estimated volume per SOP	-41.3	CY	110.75	\$ (4,573.98)		\$ -	\$ 5.00	\$ (206.50)	115.75	\$ (4,780.48)		
					\$ -		\$ -		\$ -	-	\$ -		
	Total Direct (Additive)				\$ 10,377.28		\$ -		\$ 2,419.61		\$ 12,796.89		
	Overhead	10%									\$ 1,279.69		
	Direct Admin & Supervisory Cost	3%									\$ 383.91		
	SUB-TOTAL										\$ 14,460.48		
	Profit	0%									\$ -		
	SUB-TOTAL										\$ 14,460.48		
	GRT	5%									\$ 762.07		
	TOTAL PROPOSED ADDITIVE AMOUNT FOR CCR#07										\$ 15,222.55		



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Tel: (671) 300-6846

Issues for Decision

Resolution No. 25-FY2019

Relative to Approval of Change Order to the Construction Management Contract for the Baza Gardens Wastewater Cross Island Pumping and Conveyance System (Phase I, II & III)

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

The construction management change order(s) for CM services will allow for a continuity of services as it relates to any construction extension at the Baza Gardens wastewater conveyance project due to contractor issues. The construction contractor of Phase III, Sumitomo Mitsui Construction Company (SMCC), has submitted to GWA time extension requests stating that the delay is due to inclement weather and sludge removal approximately 3,080 cubic yards were hauled and transported to Layon Landfill that push the completion of the project through June 2019.

Where is the location?

The project location is at the new Baza Gardens Pump Station (Phase III), Route 17/Route 5 (Phase I & II).

How much will it cost?

GWA management still seeks CCU approval of additional funding not to exceed the amount of One Hundred Sixty Thousand Dollars (\$160,000.00) for the extended contract performance period through July 2019 including documentation of the project close out. Notwithstanding the fund increase request GWA will be negotiating down the fee proposal given the level of staffing and construction activities will ramp down towards the end of the construction period.

The approval of the One Hundred Sixty Thousand Dollars (\$160,000.00), which GWA will view on a Time and Materials basis, will bring the total authorized funding for the Construction Management contract to Three Million Three Hundred Thirty-Two Thousand Five Hundred Sixty-Four Dollars and Fifty-Nine Cents (\$3,332,564.59).

When will it be completed?

The actual construction completion is projected to be by June 2019 however GWA anticipates the CM services will extend to July 2019.

What is the funding source?

Funding for any Change Order to SSFM's contract moving forward will be from any available bond funds under the line item - WW 11-03 "Baza Gardens STP Replacement", System Development Charge funds and Internally Funded CIP funds as well as Liquidated Damages of \$3,000 per day from the contractor.

The RFP/BID responses (if applicable):

Not Applicable.



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RESOLUTION NO. 25-FY2019

**RELATIVE TO APPROVAL OF CHANGE ORDER TO THE CONSTRUCTION
MANAGEMENT CONTRACT FOR THE BAZA GARDENS WASTEWATER CROSS-
ISLAND PUMPING AND CONVEYANCE SYSTEM (PHASES I, II&III)**

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 critical Court Order (“CO”) projects to include the Baza Gardens WWTP which has been recommended and approved to be converted to a sewer pumping station to transfer/convey wastewater flows from the Baza Gardens/Talofofo wastewater basin across the Route 17 (Cross Island Road) to a new Agat-Santa Rita WWTP site; and

WHEREAS, in February 2016 GWA management entered into a contract with Duenas Camacho and Associates to design the wastewater conveyance and pumping system which includes new Sewer Pump Station (SPS), gravity mains, force mains and all incidentals and appurtenances to these main components; and

WHEREAS, GWA management further executed three separate construction contracts (Phases I, II&III) with Sumitomo Mitsui Construction Company (SMCC) and BME & Sons Incorporated (BME) to construct the new Conveyance System by April 16, 2018, per CCU Resolutions 01-FY2017, 13-FY2017 and 29-FY2017; and

1 **WHEREAS**, CCU further authorized via Resolution 02-FY2017 for GWA to execute a
2 contract with SSFM, Inc. (SSFM) to provide construction management services in the amount
3 not to exceed Two Million Eight Hundred Seventy-One Thousand Dollars (\$2,871,000.00); and
4

5 **WHEREAS**, GWA had subsequently executed the original contract with SSFM for an
6 amount of Two Million Two Hundred Eighty-Five Thousand Two Hundred Sixty-Eight Dollars
7 (\$2,285,268.00) as well as allotted Two Hundred Twenty-Eight Thousand Five Hundred
8 Twenty-Six Dollars and Eighty Cents (\$228,526.80) as a ten percent (10%) contingency to the
9 contract; and
10

11 **WHEREAS**, GWA further executed Change Order No. 1 in the amount of One Hundred
12 Eighty-Five Thousand Six Hundred Ninety-One Dollars (\$185,691.00) which was covered under
13 the original ten percent (10%) contingency; and
14

15 **WHEREAS**, CCU further authorized via Resolution 09-FY2019 in November 2018 an
16 increase of fund authorization in the amount of Three Hundred One Thousand Five Hundred
17 Sixty-Four Dollars and Fifty-Nine Cents (\$301,564.59) to bring the total authorized funding of
18 Three Million One Hundred Seventy-Two Thousand Five Hundred Sixty-Four Dollars and Fifty-
19 Nine Cents (\$3,172,564.59) to address continued Construction Management services past the
20 original construction period date; and
21

22 **WHEREAS**, GWA had executed Change Order No. 2 in the amount of Six Hundred
23 Two Thousand Seven Hundred Dollars and Fifty-Seven Cents (\$602,700.57) to bring the total
24 contract value to Three Million Seventy-Three Thousand Six Hundred Fifty-Nine Dollars and
25 Fifty-Seven Cents (\$3,073,659.57) which provided CM services up until April 30, 2019; and
26

27 **WHEREAS**, the overall construction project to date still has minor close out items for
28 the Phase I and II contractor as well as remaining refurbish work at the existing clarify, civil
29 works and SCADA for the Phase III contractor which still requires Construction Management
30 services thus GWA will be working to execute a Change Order to cover CM services with the
31 balance of the fund authorization which will only be until May 30, 2019; and
32

WHEREAS, the contractor for Phase III, SMCC, has submitted documentation to GWA management (See Exhibit A) wherein they are stating the completion of construction activities is now expected to extend through June 9, 2019 and are requesting approval for delay claims due to inclement weather and removal and disposal of sludge at approximately 3,080 cubic yards that were hauled and disposed to Layon Landfill which was outside of the bid; and

WHEREAS, notwithstanding the issues surrounding one of the contractor's delay and when ultimately GWA approves additional time extension and as means of allowing for continuity of construction management services as it relates to any construction extension due to contractor issues, GWA management finds CM Services is likely necessary through July 2019 to provide continued Construction Management Services; and

WHEREAS, GWA is negotiating with SSFM for a fee proposal to provide continued construction management services to July 2019 on a Time and Materials basis and part of this negotiation is for SSFM to take into account a reduction in staffing levels as the project reaches the end of the construction period; and

WHEREAS, to ensure timely execution of any forthcoming Change Order so that services are not stalled, GWA is seeking CCU approval of additional funding to a not to-exceed amount of One Hundred Sixty Thousand Dollars (\$160,000.00) for the extended contract performance period through July 2019; and

WHEREAS, funding for any Change Order to SSFM moving forward will be from any available bond funds under the line item - WW 11-03 "Baza Gardens STP Replacement", System Development Charge funds and Internally Funded CIP funds as well as Liquidated Damages of \$3,000 per day from the contractor; 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 hereby approves the funding increase for construction management services an additional amount not to exceed One Hundred Sixty Thousand Dollars (\$160,000.00).
3. The CCU further approves the total funding authorization for the contract with SSFM to an amount not to exceed Three Million Three Hundred Thirty-Two Thousand Five Hundred Sixty-Four Dollars and Fifty-Nine Cents (\$3,332,564.59).
4. The source of funding for any Change Order to SSFM moving forward will be from any available bond funds under the line item - WW 11-03 "Baza Gardens STP Replacement", System Development Charge funds and Internally Funded CIP funds as well as Liquidated Damages of \$3,000 per day from the contractor (Exhibit A).

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

DULY AND REGULARLY ADOPTED, this 28th day of May 2019.

Certified by:

Attested by:

JOSEPH T. DUENAS
Chairperson

MICHAEL T. LIMTIACO
Secretary

SECRETARY'S CERTIFICATE

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

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

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AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

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EXHIBIT A



SUMITOMO MITSUI CONSTRUCTION CO.,LTD.

Guam Office : P. O. Box 9670 Tamuning, Guam 96931

April 17, 2019

Reference : LT-19-21

Mr. John Davis / Project Manager

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

Project : **IFB-05-ENG-2017**

Baza Gardens Wastewater Cross-Island Pumping and Conveyance System Phase III
GWA Project No. S15-008-BND

Subject : Request for Time Extension and to Not Assess Liquidated Damages

Dear Mr. Davis,

Thank you for sending a memo acknowledging portions of the project that are substantially complete as of December 31, 2018 and April 1, 2019, respectively.

We would like to request GWA not to impose Liquidated Damage from April 1st 2019, due to the reasons indicated below.

[Time Extension Request of 69days]

- 42 days of extension due to the difference of Bid Quantity of Sludge removal.
Regarding sludge removal and disposal, while the anticipated quantity per contract was 30 cy, the actual quantity is expected to be more than 2500 cy. Based on actual 10 days hauling to GWA's drying bed recorded from March 13– 29, 2019 to haul 2000 cy, to complete the remaining quantity of 500 cy to be hauled to Inarajan Landfill, we estimated a total extra time of 42 days for this increased scope of work. Please see attachment #1
- 27 additional unworkable days comparing to project specification.
We lost unexpected working days due to unusually severe weather encountered for the months of August and September 2018. Rainy days exceeded 27 days compared to the average number of non-working days as indicated in the project specs Section 013216 Paragraph 2.2E. Please see attachment #2 and #3.

[Status and Remaining Value of the Project]

Please also note that the facility is operational and was already functioning for its intended purpose as of April 1st, 2019. The remaining works you mentioned in your memo are correct. However, the total value of the remaining works, such as EQ Basin, building demolition, and miscellaneous site works are only about 6.9% of our total contract amount. Assessing the full daily rate of liquidated delay damages when the facility is operational seems inappropriate to us. Please see attachment #4.

SMCC will continue to use our best efforts to complete the remaining scope of work as early as possible until we obtain GWA and SSFM's full satisfaction.

SMCC therefore request time extension for the reasons set forth above. SMCC also request GWA's consideration to reduce the daily rate of Liquidated damage based on the completion and use situation described above if GWA still feels it necessary to impose Liquidated damages.

Sincerely yours,



Takeyuki Sniino
General Manager

CC: Rizaldy B. Cortez/SSFM
SMCC file with attachments

- Attachment #1: Record of Sludge removal and disposal
- Attachment #2: Daily record weather and site condition
- Attachment #3: Unworkable days specified in Bid documents.
- Attachment #4: Schedule value of remaining scope of works

ATTACHMENT # 1

Summary:

A) Estimated extra time based on the bid and the actual quantity

1) Average production per day based on the tabulated 10days hauling record (March 13 ~ 29, 2019)

$$= 2072.115\text{cy} / 10\text{days}$$

$$= 207.21\text{cy/day}$$

$$\text{or } 25.90\text{cy/hour}$$

2) Total hours to haul bid quantity of 30cy

$$= 30\text{cy} / 25.90\text{cy/hour}$$

$$= 1.16 \text{ hours, say } 1/2 \text{ day}$$

3) Remaining 500cy to be mixed with soil (1:1 ratio) and haul/dispose to Inarajan Landfill

$$= 500 \times 2$$

$$= 1000\text{cy}$$

4) Hauling time with estimated 4 dump truck loads production per day per dump truck

$$= 1000\text{cy} / 15\text{cy/dump truck load} / 4\text{loads/day}$$

$$= 16.67\text{days (For one dump truck)}$$

$$= 8.34\text{days (Using two dump trucks)}$$

5) Total extra hauling and disposal time

$$= 10 + 8.34 - 0.5$$

$$= 17.84, \text{ say } 18\text{days}$$

B) 2days extra time for hauling suspension due to complain of the residence nearby the disposal site

C) 3days extra time for waiting for the availability of the Detry Vacuum truck after hauling suspension

D) 14days extra time for preparation and arrangement of new disposal site (Inarajan Landfill)

E) 5days extra time for Sundays covered within the hauling time

NOTE :

$$\text{Total extra time : } (18 + 2 + 3 + 14 + 5) \approx 42\text{days}$$

ATTACHMENT #1

Project : Baza Gardens Wastewater Cross-Island Pumping and Conveyance System Phase III									
Activity : Tabulated Sludge Removal and Disposal									
Vacuum Truck = 3000 gallons/Truck load									
No.	Days	Date	Number of trucks	Time		Number of loads	Removed volume		Remarks
							Unit (gal)	Unit (cy)	
1	Wed	3/13	3	8:35	~ 16:50	19	57000	282.2	Sludge hauling to inarajan drying bed started
2	Thu	3/14	3	8:40	~ 16:40	18	54000	267.4	Continue sludge hauling
3	Fri	3/15	3	7:40	~ 16:40	16	48000	237.7	"
4	Sat	3/16	2	8:05	~ 17:02	12	36000	178.2	"
5	Sun	3/17							Sunday (No work)
6	Mon	3/18	3	8:05	~ 16:40	16	48000	237.7	Continue sludge hauling
7	Tue	3/19	4	7:55	~ 16:40	10	30000	148.5	"
8	Wed	3/20	3	8:00	~ 15:30	13	39000	193.1	"
9	Thu	3/21	3	7:45	~ 14:00	12	36000	178.2	"
10	Fri	3/22							Hauling suspended due to Inarajan residence complain (EPA to inspect the issue)
11	Sat	3/23							"
12	Sun	3/24							Sunday (No work)
13	Mon	3/25							Residence complain resolved (GWA cleared issue with EPA) Detry not available to resume the hauling
14	Tue	3/26							Residence complain resolved (GWA cleared issue with EPA) Detry not available to resume the hauling
15	Wed	3/27							Residence complain resolved (GWA cleared issue with EPA) Detry not available to resume the hauling
16	Thu	3/28	4	8:15	~ 17:20	12	36000	178.2	Resumed sludge hauling
17	Fri	3/29	4	8:40	~ 17:30	10	30000	148.5	Resumed sludge hauling
18	Sat	3/30							Stopped hauling, drying bed full
19	Sun	3/31							Sunday (No work)
20	Mon	4/1							Communicating with GWA & GSWA for hauling sludge to Inaran Landfill
21	Tue	4/2							Communicating with GWA & GSWA for hauling sludge to Inaran Landfill
22	Wed	4/3	1	8:30	~ 17:00	-			Remove only water in preparation for mixing soil
23	Thu	4/4							Communicating with GWA & GSWA for hauling sludge to Inaran Landfill
24	Fri	4/5							Communicating with GWA & GSWA for hauling sludge to Inaran Landfill
25	Sat	4/6	1	13:00	~ 17:00	-			Transfer sludge from small to big chamber in preparation for mixing soil
26	Sun	4/7							Sunday (No work)
27	Mon	4/8	1	8:30	~ 17:00	-			Transfer sludge from small to big chamber in preparation for mixing soil
28	Tue	4/9	1	9:00	~ 17:00	-			Transfer sludge from small to big chamber in preparation for mixing soil
29	Wed	4/10				-			Continue communicating with GWA & GSWA for hauling remaining sludge to Inaran Landfill
30	Thu	4/11				-			"
31	Fri	4/12				-			GWA communicating with GSWA for hauling remaining sludge to Inaran Landfill
32	Sat	4/13				-			"
33	Sun	4/14				-			Sunday (No work)
34	Mon	4/15				-			Preparation of documents needed for hauling remaining sludge to Inaran Landfill
35	Tue	4/16				-			Preparation of documents needed for hauling remaining sludge to Inaran Landfill
Total							414000	2049.8	

ATTACHMENT #2

Project : Baza Gardens Wastewater Cross-Island Pumping and Conveyance System, Phase III					
SUMMARY OF SMCC's SUBMITTED DAILY PRODUCTION REPORT					
BGWW3-DPR No.	Category	Date	AM Weather	PM Weather	Remarks
400	2	1-Aug	Rainy	Rainy	No Major activities due to rain & very wet site condition
401	1	2-Aug	Heavy Rain	Heavy Rain	Work suspended, heavy downpour from 8:30 all throughout the day.
402	1	3-Aug	Heavy Rain	Heavy Rain	Work suspended due to heavy rain.
403	1	4-Aug	Heavy Rain	Heavy Rain	Work suspended due to heavy rain.
404		5-Aug	Cloudy/Rainy		Sunday
405	2	6-Aug	Cloudy	Cloudy/Rainy	No major activities due to wet site condition, heavy rain from 7:00 to 7:21 am and in the afternoon.
406	2	7-Aug	Cloudy	Fair	No major activities due to very wet site condition.
408	2	9-Aug	Fair/Cloudy	Heavy Rain	No major activities due to very wet site condition.
409	2	10-Aug	Cloudy/Fair	Cloudy/Rainy	Less production due to wet site condition.
410	2	11-Aug	Cloudy/Rainy	Cloudy/Rainy	Heavy rain at 11:30 less production due to very wet site condition.
412	2	13-Aug	Cloudy/Rainy	Cloudy	No major activities due to very wet site condition and heavy rain.
413	2	14-Aug	Rainy/Cloudy	Cloudy/Rainy	Less production due to very wet site condition & rain. Heavy rain at
414	2	15-Aug	Rainy	Cloudy	No major activities due to very wet site condition. Rain at 10:45am.
415	1	16-Aug	Rainy	Rainy	Work suspended due to very wet site condition and heavy rain.
416	2	17-Aug	Rainy	Rainy	No major activities due to rain and wet site condition.
417	2	18-Aug	Rainy	Rainy	No major activities due to heavy rain.
418	2	19-Aug	Rainy	Heavy Rain	Less production due to heavy rain.
419	1	20-Aug	Heavy Rain	Heavy Rain	Work suspended due to heavy rain.
					NWS has issued a flash flood advisory for Guam due to heavy rainfall. Tropical storm Comaron intensifies on Northern Marianas.
420	1	21-Aug	Heavy Rain	Heavy Rain	Work suspended due to heavy rainfall.
					NWS issues a flash flood warning. The governor declares a state of emergency for Guam at 4:00pm.
421	2	22-Aug	Fair	Fair	Less production due to very wet site condition
422	2	23-Aug	Fair	Fair	Less production due to very wet site condition & rain
423	2	24-Aug	Moderate to Heavy Rain	Fair/Rainy	Less production due to very wet site condition.
425	2	26-Aug	Rainy	Cloudy/Rainy	Less production due to rain and very wet site condition.
426	2	27-Aug	Moderate to Heavy Rain	Rainy/Fair	Less production due to heavy rain and very wet site condition. Other activities were shut down.
					Concrete pouring was postponed at first due to bad weather condition but pushed through at 3pm when it stopped raining.
430	2	31-Aug	Fair	Rainy	Less production due to very wet site condition (Heavy Rain at 1:30 pm).
431	1	1-Sep	Rainy	Rainy	Work suspended due to heavy rain.
432	2	2-Sep	Rainy	Fair	Less production due to wet site condition
434	2	4-Sep	Fair	Rainy/Fair	Heavy rain at 1:15 PM. Production affected due to very wet site condition.
436	2	6-Sep	Fair	Rainy	Less production due to wet site condition & isolated rainshowers in the afternoon.
438	1	8-Sep	Rainy	Rainy	Less production due to wet site condition. Securing site in preparation for typhoon Mangkhut.
439	1	9-Sep	Rainy	Cloudy	Work suspended, no production. Workers are securing the jobsite for incoming Typhoon Mangkhut.
440	1	10-Sep	Rainy	Stormy	No work due to Typhoon Mangkhut.
441	1	11-Sep	Stormy	Rainy	No work due to Typhoon Mangkhut.
442	2	12-Sep	Rainy	Fair	Less production due to very wet site condition and water retained at dry well and generator building due to Typhoon Mangkhut.
443	2	13-Sep	Rainy	Rainy	Equipment and work suspended at force main due to heavy rain from early morning to 9:30 am and isolated rainshower for the rest of the day.

ATTACHMENT # 2

444	2	14-Sep	Fair/Rainy	Fair	Less production due to very wet site condition and early morning rain. Heavy Rain at 11:17 AM. Communication line excavation schedule postponed due to wet site condition.
445	2	15-Sep	Rainy	Rainy	Less production due to rain. Eaxcavation works at communication line postponed. Most workers were sent home due to rain.
447	2	17-Sep	Fair	Fair	Less production due to very wet site condition because of early morning rain. Communication line excavation schedule sespended due to wet site condition.
448	2	18-Sep	Rainy/Fair	Fair	No major activity due to heavy rain
449	2	19-Sep	Rainy	Rainy	Production affected due to very wet site condition. Isolated rainshower (10:45 am) heavy rain from 1:05 PM and rainshowers in the afternoon.
451	2	21-Sep	Rainy	Heavy Rain	Less production due to heavy rain from *am to 6 pm. National weather service issued flash flood warning for the weekend due to tropical depression.
452	2	22-Sep	Rainy	Heavy Rain	Less production due to very wet site condition and rainshower in the morning. Work shutdown in the afternoon due to heavy rain.
453	2	23-Sep	Rainy	Cloudy	No major activities due to wet site condition.
454	2	24-Sep	Light Rain	Fair	Less production due to very wet site condition due to early morning rain and light rainshower.
455	2	25-Sep	Rainy	Heavy Rain	Less production due to heavy rain. Force main line manhole concrete casting cancelled due to heavy rain.
456	2	26-Sep	Cloudy	Cloudy/ Rainy	Minimal production due to wet site condition.
458	2	28-Sep	Cloudy/Rainy	Rainy/Cloudy	Less production due to very wet site condition and heavy rain due to tropical depression on Guam.
459	2	29-Sep	Rainy	Rainy	Less production due to troipcal storm 30W (TS-30W). Work shutdown due to heavy rain.
460	2	30-Sep	Fair	Rainy	
NOTE :					
Month			Actual unworkable days	Exceeded days from the specs	Average non-working days due to unusually severe weather days per specs (See attached)
August			25	14	11
Sept			24	13	11
Total			49	27	22

NOTE :

Category 1 **11days** Work suspended due to storm/typhoon/heavy rain

Category 2 **38days** No major activities/wet site condition/Less production

Total **49days** Unworkable days

Less **22days** Total allowable non-working days for the month of August & September per specs

Extra Time **27days** Total number of days exceeded the specs for the month of August & September

ATTACHMENT #3**2.2****Baza Gardens Wastewater Cross-Island Pumping and
Conveyance System (Phase-III)**

- d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
- D. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
- 1. Refer to Division 1 Section "Payment Procedures" for cost reporting and payment procedures.
- E. The required construction time for this project includes the following non-work days due to unusually serve weather. Contractor shall allow for these average unusually severe weather days in their construction schedule:

January	7	July	10
February	5	August	11
March	5	September	11
April	4	October	10
May	5	November	7
June	6	December	7

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 10 days of date established for the Notice to Proceed Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

ATTACHMENT #4

Baza Gardens Wastewater Cross-Island Pumping and Conveyance System, Phase III			
SUMMARY			
Item No.	Description	Amount (\$)	Remarks
A	Total Amount Deleted Scope of Works	2,828,302.00	
13	Perimeter Fence Line and Gates (Retaining walls)	103,033.00	
15	Headworks and pump station structure and finishing (Davit Crane)	34,283.00	
39	Equalization tank 2 complete in place	2,690,986.00	
B	Total Amount Remaining Scope of Works	876,985.40	
8	Site grading	34,667.00	
10	Building and site demolition and disposal	135,073.00	
12	Site Access Road and Pavement	157,584.00	
13	Perimeter Fence Line and Gates	104,890.40	
14	Site drainage improvement	53,042.00	
25	Site process piping complete in place	113,913.00	
31	Site electrical inclusive of transformer, light poles, communication and power lines complete in-place	48,285.00	
36	Baza Gardens WWTP Facility Demolition	85,811.00	
38	Equalization tank 1 complete in place	143,720.00	
C	Original Contract Amount	15,530,892.00	
D	Balance of Contract Amount (C-A)	12,702,590.00	
E	Percentage of Total Remaining Works (B/D)	6.90%	

ATTACHMENT #4

BREAKDOWN OF DELETED SCOPE OF WORKS			
Item No.	Description	Scheduled Value (\$)	Remarks
13	Perimeter Fence Line and Gates		
13.3	Retaining Wall, Det. 1A/S0.1.10		
13.3.1	Foundation	30,981.00	
13.3.2	Walls	44,943.00	
13.3.3	Backfilling (Including required testing)	27,109.00	
15	Headworks and pump station structure and finishing		
15.3.6	Davit Crane and Pre-Engineered Hoist Assembly	34,283.00	
39	Equalization tank 2 complete in place		
39.1	Excavation and Disposal	302,629.00	
39.2	Basecourse Preparation (Including required testing)	30,753.00	
39.3	Backfill and Compaction (Including soil testing required)	282,135.00	
39.4	36" Thick Floor Slab	1,128,230.00	
39.5	24" Thick Walls and Columns	641,161.00	
39.6	12" Thick Wall	122,602.00	
39.7	Equalization Tank #2 leak test, H=18FT	38,880.00	
39.8	Sluice Gate, Det. 1&2/MP0.0.4	23,738.00	
39.9	Concrete walkway, 5Ft. Wide Det. 7/C9.1.1	66,743.00	
39.10	Coating works	54,115.00	
	Total Amount Deleted	2,828,302.00	

ATTACHMENT #4

BREAKDOWN OF REMAINING SCOPE OF WORKS			
Item No.	Description	Scheduled Value (\$)	Remarks
8	Site grading		
8.2	Sequence 2 (50% completed)	34,667.00	
10	Building and site demolition and disposal		
10.1	Demolition and Disposal of Existing Headworks Building	66,871.00	
10.2	Demolition and Disposal of Existing Generator Building	34,089.00	
10.4	Required concrete demolition works for existing Equalization Tank #1	34,113.00	
12	Ste Access Road and Pavement		
12.2	New AC Paving Access Road	157,584.00	
13	Perimeter Fence Line and Gates		
13.1	Chainlink Fence, 8' High, Det. 1/C9.1.12 (30% completed)	75,314.40	
13.2	Chainlink Fence, 6' High, Det. 2/C9.1.10	29,576.00	
14	Ste drainage improvement		
	Sequence 1		
14.1.3	Riprap Splash Apron, Det. 1/C9.1.16	4,603.00	
14.1.5	Concrete Swale (4' Wide and 6' Wide), Det. C9.1.2	2,531.50	
14.1.6	Overflow Structure Type 2 (Riprap)	6,828.00	
	Sequence 2		
14.2.5	Riprap Splash Apron, Det. 1/C9.1.16	4,603.00	
14.2.7	Concrete Swale (4' Wide and 6' Wide), Det. C9.1.2	28,428.50	
14.2.8	Overflow Structure Type 1 (Riprap)	6,048.00	
25	Site process piping complete in place		
25.2	Sequence 2 (Including required testing)	113,913.00	
31	Site electrical inclusive of transformer, light poles, communication and power lines complete in-place		
31.4	Electrical Light Pole Foundation	48,285.00	
36	Baza Gardens WWTP Facility Demolition		
36.8	Removal of existing Clarifier's catwalk, steel walls, equipment, process pipings, pipe railings etc.	85,811.00	
38	Equalization tank 1 complete in place		
38.2	Construct new sump pit and overflow pipe opening, Det. 1/S2.1.4 (Including finishing floor slab)	14,842.00	
38.3	Equalization Tank #1 leak test, H=18FT	25,187.00	
38.4	New concrete barriers, Det 3/S2.1.4	30,560.00	
38.5	Sluice Gate, Det. 1&2/MP0.0.4	19,387.00	
38.6	New Aluminum Railings - 1 1/2" Dia. - 2EA Rails x 3' - 6"High	17,541.00	
38.7	Coating works	36,203.00	
	Total Amount Remaining	876,985.40	



GUAM WATERWORKS AUTHORITY

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Issues for Decision

Resolution No. 28-FY2019

Relative to Approval of Change Order No. 01 to Construction Management Services for the GWA SCADA System for Water and Wastewater Facilities Phase A-1

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

The project objective is primarily to install communication equipment on site to allow communication with Fadian SCADA servers. This also includes installation of instrumentation such as pressure and flow sensors as well as intrusion switches on site to record site conditions along with other existing instruments.

Due to contractor delays and compliance issues with contract requirements, GWA has negotiated a remedy to extend the contractor's project completion date contingent on the contractor agreeing to a list of conditions which includes a deductive change order on the construction contract. The deducted amount from the construction contract is used here to pay for additional CM services needed for the extended construction time as well as additional efforts needed to ensure contractor's execution of and compliance with contract requirements.

Where is the location?

- Wells A-01, A-03, A-05, A-06, A-23, A-25, A-29, A-31, A-32, M-17B, M-20A;
- Route 16 Sewer Pump Station;
- Fujita Sewer Pump station; and
- Hagatna Wastewater Treatment Plant.

How much will it cost?

Original CM Contract was \$515,631.00. This Change Order No. 01 will add \$383,589.00; bringing the total contract value to \$899,220.00. GWA management also seeks CCU approval of a 10% contingency to the original contract price, or \$51,563.10 to bring the total authorized amount to Nine Hundred Fifty Thousand Seven Hundred Eighty-Three Dollars and Ten Cents (\$950,783.10).

When will it be completed?

This Change Order will extend contract completion date to 2019 JAN 30.

What is the funding source?

The CIP line item EE 09-09 SCADA Improvements – Phase 4.

The RFP/BID responses (if applicable):

RFP-02-ENG-2018



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

GWA RESOLUTION NO. 28-FY2019

**RELATIVE TO APPROVAL OF CHANGE ORDER NO. 01 TO CONSTRUCTION
MANAGEMENT SERVICES CONTRACT FOR THE GWA SCADA SYSTEM FOR
WATER AND WASTEWATER FACILITIES PHASE A-1**

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 advertised for Request for Proposal (RFP-02-ENG-2018) soliciting statement of qualification from experienced and qualified engineering firms to provide construction management services for the GWA SCADA System for Water and Wastewater Facilities Phase A-1 project; and

WHEREAS, on August 24, 2018, GWA entered into a contract with GHD, Inc. to provide Construction Management (“CM”) Services for the aforementioned project in the amount of Five Hundred Fifteen Thousand Six Hundred Thirty-One Dollars (\$515,631.00), which is within GWA General Manager’s obligating authority of Seven Hundred Fifty Thousand dollars (\$750,000.00) in accordance with GWA Resolution No. 31-FY2017 adopted by the CCU on May 23, 2017; and

WHEREAS, on June 19, 2018, GWA awarded the construction contract for the aforementioned project to G4S Security Systems, Inc. (“G4S”) with final project completion date of August 12, 2019; and

1 **WHEREAS**, on November 1, 2018 GWA delivered a letter to G4S expressing GWA's
2 concerns over G4S's failure to perform its obligation under the Contract resulting in delays; and
3

4 **WHEREAS**, as part of negotiated conditions for extending the final completion date to
5 December 31, 2019, G4S agreed to pay, via deduction to the construction contract amount, for
6 costs associated with additional construction management services as a result of the contract time
7 extension and extra work needed to provide additional review, coordination and monitoring of
8 contractor's remedy to performance issues, which amounts to Three Hundred Eighty-Three
9 Thousand Five Hundred Eighty-Nine Dollars (\$383,589.00) (see EXHIBIT A – Fee Proposal);
10 and
11

12 **WHEREAS**, on May 1, 2019, Change Order No. 01 to the G4S construction contract for
13 the aforementioned project was executed to extend final completion date to December 31, 2019
14 and deduct Three Hundred Eighty-Three Thousand Five Hundred Eighty-Nine Dollars
15 (\$383,589.00) from the construction contract amount; and
16

17 **WHEREAS**, GWA Management seeks CCU approval to execute Change Order No. 01
18 with GHD, Inc. for additional construction management services described hereinabove in an
19 amount not-to-exceed Three Hundred Eighty-Three Thousand Five Hundred Eighty-Nine
20 Dollars (\$383,589.00); and
21

22 **WHEREAS**, GWA Management seeks funding authorization of Nine Hundred Fifty
23 Thousand Seven Hundred Eighty-Three Dollars and Ten Cents (\$950,783.10), which includes
24 Five Hundred Fifteen Thousand Six Hundred Thirty-One Dollars (\$515,631.00) for original CM
25 contract amount, Fifty-One Thousand Five Hundred Sixty-Three Dollars (\$51,563.10) for ten
26 percent (10%) contingency on original CM contract amount, and Three Hundred Eighty-Three
27 Thousand Five Hundred Eighty-Nine Dollars (\$383,589.00) for Change Order No. 01; and
28

29 **WHEREAS**, the funding source will be bond funds from CIP EE 09-09, SCADA
30 Improvement – Phase 4; and
31
32

1 **NOW BE IT THEREFORE RESOLVED**, the Consolidated Commission on Utilities
2 does hereby approve the following:

- 3 1. The recitals set forth above hereby constitute the findings of the CCU.
- 4 2. The CCU finds that the terms of the change order fee proposal submitted by
5 GHD are fair and reasonable.
- 6 3. The CCU hereby authorizes the management of GWA to allocate Fifty-One
7 Thousand Five Hundred Sixty-Three Dollars (\$51,563.00) as a ten percent
8 (10%) contingency on the original construction management service contact
9 with GHD.
- 10 4. The CCU hereby authorizes the management of GWA to execute Change
11 Order No. 01 to the construction management services contract with GHD,
12 Inc. in the amount of Three Hundred and Eighty-Three Thousand Five
13 Hundred Eighty-Nine Dollars (\$383,589.00) (Exhibit A).
- 14 5. The CCU hereby further authorizes the requested total maximum funding
15 amount of Nine Hundred Fifty Thousand Seven Hundred Eighty-Three
16 Dollars (\$950,783.00) funded by CIP EE 09-09, SCADA Improvement –
17 Phase 4.

18 **RESOLVED**, that the Chairman certified and the Board Secretary attests to the adoption
19 of this Resolution.
20

21 **DULY AND REGULARLY ADOPTED**, this 28th day of May, 2019.
22

23
24 Certified by:

Attested by:

25
26 _____
27 **JOSEPH T. DUENAS**
28 Chairperson

29 _____
30 **MICHAEL T. LIMTIACO**
31 Secretary

32 //

//

//

SECRETARY'S CERTIFICATE

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

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

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

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GWA Work Session - May 21, 2019 - ISSUES FOR DECISION

FEE PROPOSAL COR-01

2-15-2019

GWA SCADA System Phase A-1 CM

EXHIBIT A - Fee Proposal

Phase Letter and Task Number	Task Description	Principal Construction Manager (Bryan)	PM/Resident Engineer (Aaron)	On-Island Electrical Inspector (Patrick/Joresa)	Admin (Quinn)	ArcSine (10% Markup)	Amount
		211	181	144	71	1.1	
A	CONSTRUCTION EXTENSION CM TASKS						
A1.0	Extension 171 days (24.5 weeks)		245	75		49,920	110,057
A2.0	Pre-termination Support		24		3	16,440	22,641
A3.0	Additional submittal reviews (assume GHD overlap)		45	5		146,010	169,476
A4.0	Multiple subs (submittal complications) coordination		24			19,040	25,288
A5.0	Additional 2 weeks on-site (with ArcSine) coordination		10	20	2	23,500	30,682
A6.0	Field photo taking to accommodate poor Contractor fieldwork		4	40		-	6,484
	CONSTRUCTION EXTENSION HOURS SUBTOTAL	-	352	140	5	254,910	
	CONSTRUCTION EXTENSION SUBTOTAL	-	63,712	20,160	355	280,401	364,628
	CONSTRUCTION EXTENSION EXPENSES SUBTOTAL						
	CONSTRUCTION EXTENSION SERVICES & EXPENSES TOTAL						364,628
ALL	SUBTOTAL HOURS	-	352	140	5	254,910	
	GHD SUBTOTAL COST (EXCEPT EXPENSES)	-	63,712	20,160	355		84,227
	ARCSINE SUBTOTAL COST					280,401	280,401
ALL	SUBTOTAL						364,628
ALL	GRT AT 5%						18,961
ALL	GRAND TOTAL						\$383,589



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Issues for Decision

Resolution No. 29-FY2019

Relative to Approval of Change Order to the Yigo and Astumbo Reservoir Construction Management Contract

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

The objective of the change order is to continue the construction management services for the Yigo No. 1, Yigo No. 3, and Astumbo No. 2 reservoir construction project and increase funding to the contract. The continued services are required due to delay by the contractor (Pernix) in completing the project. The Contractor has agreed through a Memorandum of Understanding to pay for the additional construction management cost for the duration of the project until final completion.

The Yigo and Astumbo Tank Construction project are Court Ordered thus the urgency is to complete the project as soon as possible but maintain adequate Construction Management oversight.

Where is the project located?

The construction management services will be at the Yigo reservoirs site along Route 1 near the entrance to Anderson Air Force Base and the Astumbo reservoir is located off Ysengsong Road on Chalan Paluan.

How much will it cost?

GWA and the construction management firm has negotiated the cost of One Hundred Twenty-Three Thousand One Hundred Ninety Dollars (\$123,190.00) to extend the services to August 16, 2019 for both sites. The cost is on a time and material basis. If the project finishes before the August 16, 2019 deadline, any unused portions will result in a deductive change order.

When will it be completed?

The construction management services will continue up until August 16, 2019. Should the contractor delay the project past the projected August 16, 2019 deadline, GWA will negotiate to extend the construction management contract. Cost will be covered by the contractor.

What is the funding source?

The funding for this project will be from the bond funds under the line item - PW 09-11 "Water System Reservoirs 2005 Improvements" and PW 12-05 "Tank Major Repair Yigo #1, Mangilao #2, Astumbo #1".

The funding sources will be replenished by money received from the contractor through a deductive change order from the contractor's contract.



CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
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GWA RESOLUTION NO. 29-FY2019

**RELATIVE TO APPROVAL OF CHANGE ORDER TO THE YIGO AND ASTUMBO
RESERVOIR CONSTRUCTION MANAGEMENT CONTRACT**

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 is currently working on critical reservoir projects under the 2011 Court Order (“CO”) Paragraph 29 – Storage Tank/Reservoir Repair, Replacement, and Relocation Program; and

WHEREAS, Resolution No. 29-FY2018 authorized the total funding of Two Million Three Hundred Thirty-Three Thousand Four Hundred Three Dollars and Thirty Cents (\$2,331,403.30) for the construction management services of the Yigo No.1 reservoir, Yigo No. 3 reservoir, Yigo Elevated booster pump station, and Astumbo No. 1 reservoir construction; and

WHEREAS, the original completion date for the Yigo and Astumbo sites are as follows:

- Yigo No. 1 and pump station – October 31, 2017
- Yigo No. 3 – July 31, 2018
- Astumbo No. 1 – October 31, 2017; and

WHEREAS, GWA issued Change Order No. 1 to Change Order No. 4 for construction management services for the Yigo No. 3 reservoir and extension of construction management

1 services to November 21, 2018 for the Yigo site and the Astumbo site due to the Contractor's
2 delay in completing the project; and

3
4 **WHEREAS**, the Contractor has agreed through a new Memorandum of Understanding
5 (Exhibit A) to pay for the additional construction management cost until Final Completion is
6 achieved for all sites; and

7
8 **WHEREAS**, due to continued delay by the Contractor, the revised final completion date
9 is projected to be August 16, 2019; and

10
11 **WHEREAS**, GWA and GHD have negotiated a time and material price of One Hundred
12 Twenty-Three Thousand One Hundred Ninety Dollars (\$123,190.00) for the continued
13 construction management services described above (Exhibit B); and

14
15 **WHEREAS**, if the project is delayed further than the revised completion date of August
16 16, 2019 by the Contractor, the Contractor shall cover any additional construction management
17 services and all other associated costs until final completion; and

18
19 **WHEREAS**, GWA management is requesting authorization to increase the funding
20 amount for construction management services by One Hundred Twenty-Three Thousand One
21 Hundred Ninety Dollars (\$123,190.00) to bring the total authorized funding to Two Million Four
22 Hundred Fifty-Four Thousand Five Hundred Ninety-Three Dollars and Thirty Cents
23 (\$2,454,593.30); and

24
25 **WHEREAS**, the funding sources to address paying the CM services due to the extended
26 completion date will be from Internal Funded CIP, PW 09-11 "Water System Reservoirs 2005
27 Improvements", and PW 12-05 "Tank Major Repair Yigo No. 1, Mangilao No. 2, and Astumbo
28 No. 1"; and

29
30 **WHEREAS**, money received from the Contractor through a deductive change order from
31 Contractor's contract will be applied to replenish the funding sources used for the additional
32 construction management work; 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 are fair and reasonable.
3. The CCU hereby authorizes GWA management to accept the fee proposal of One Hundred Twenty-Three Thousand One Hundred Ninety Dollars (\$123,190.00) (Exhibit B) from GHD and execute a Change Order.
4. The CCU hereby approves the total funding amount to Two Million Four Hundred Fifty-Four Thousand Five Hundred Ninety-Three Dollars and Thirty Cents (\$2,454,593.30).
5. The CCU approves the funding sources from Internal Funded CIP; PW 09-11: Water System Reservoirs 2005 Improvements; and PW 12-05: Tank Major Repair Yigo No. 1, Mangilao No. 2, and Astumbo No. 1.
6. The CCU approves that money received from the Contractor through a deductive change order from the Contractor's contract will be applied to replenish funding sources for the additional construction management work.

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

DULY AND REGULARLY ADOPTED, this 28th day of May, 2019.

Certified by:

Attested by:

JOSEPH T. DUENAS
Chairperson

MICHAEL T. LIMTIACO
Secretary

//

//

SECRETARY'S CERTIFICATE

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

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

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

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Exhibit A

Memorandum

28 February 2019

To: Abhyash Chand, Pernix Guam, LLC
 John Wilson, Pernix Guam, LLC
 Tom Cruz, GWA
 Brett Railey, GWA
 Garrett Yeoh, GWA
 Bryan Ryley, GHD Inc.

From: Aaron Sutton, GHD Inc.

Tel: (671) 472-6792

Subject: Contract Extension Memorandum of Understanding #2

Job No: W13-001-BND

Project: PW 12-05 GWA Construction of Yigo and Astumbo Reservoir

This Memorandum of Understanding ("MOU") supplements the Contract between the Guam Waterworks Authority ("GWA") and Pernix Guam LLC ("Contractor") and will be attached to a Modification to that Contract. This MOU is to extend the MOU dated March 16, 2018 agreed upon and signed by all parties. This MOU details the extension of responsibilities for costs as agreed by the GWA and Contractor.

- 1. Time Extension** – The Substantial Completion date of October 15, 2018 and Final Completion date of November 21, 2018 for the Astumbo Reservoir, Yigo No. 1 Reservoir and Yigo No. 2 Reservoir extended by the MOU dated March 16, 2018 have expired.

Contract change requests may be considered to the extent allowed by the Contract Documents provided they are considered reasonable and justified in the opinion of GWA.

- 2. Costs** – Costs for Construction Management services at the Astumbo and Yigo sites shall be borne by the Contractor from November 21, 2018 until Final Completion is achieved as defined by GWA.

The additional Construction Management services shall be invoiced to GWA by GHD directly, on a time and material basis, and are estimated to be in the total amount of \$3,500 to \$4,500 per week per site for the Astumbo and Yigo sites. GWA and Contractor agree that the total Construction Management costs shall not exceed \$9,500 per week per site, or \$19,000 per week for both sites. On a monthly basis, GWA shall provide a copy of the GHD invoice to Contractor and GWA may deduct the applicable portion of the CM's invoice amount as a deductive change order under the Contract with Pernix.

Further delays in the Final Completion of the project will be considered eligible for liquidated damages at \$4,500 per day per reservoir per site at the discretion of GWA.

In the event that GWA is assessed fines for not complying with the November 11, 2011 Order for Preliminary Relief of the Federal District Court of Guam in Civil Case No. 02-00035 with respect to completion of the Astumbo and Yigo No. 1 and No. 2 reservoirs, Contractor shall reimburse GWA for the full amount of such fines.

Except as revised by this MOU and related Change Order No. 10 and future related Change Order(s), all other terms and conditions of the Contract as revised by Change Orders No. 1, through 9, including the provisions for inclement weather in Paragraph 1.10 of Section 01311, shall continue to apply.

By signing this MOU, all parties are agreeing to the above conditions.



Abhyash Chand
Pernix Guam, Inc.
(Contractor)



Thomas Cruz, PE
Guam Waterworks Authority
(Owner)



Aaron Sutton, PE
Construction Manager, GHD Inc.



Bryan Ryley
Construction Manager, GHD Inc.

Cc: Brett Railey, GWA
Garrett Yeoh, GWA
Steve Greco, Pernix



Exhibit B

May 8, 2019

Mr. Tom Cruz, P.E.
Chief Engineer
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

RE: Change Proposal 06 (CP-6) for Construction Management Services for PW12-05 GWA Yigo and Astumbo Replacement Reservoirs, GWA Project W13-001-BND Additional CM Services for Astumbo and Yigo No. 1 and 2 Reservoirs Construction Due to Construction Delay

Dear Mr. Cruz:

GHD is pleased to submit this proposal for an amendment to our Scope of Work and Fee for the above referenced project. This scope of work defines the construction management services that will be provided by GHD Inc. and their subconsultants for additional CM services due to construction delays of Astumbo and Yigo No. 1 and 2 Reservoirs. The additional scope for **CP-06** as discussed with GWA is detailed below. The additional scope will be charged on a time and material (T&M) basis per the fees in the table below.

SCOPE OF WORK

General: GHD shall provide additional Construction Management (CM) Services for the four and a half (4.5) month period of April 1, 2019 through August 16, 2019. This is expected to cover services for substantial completion to final completion and closeout services of the Yigo No. 1 and 2 Reservoirs. This is based on expected schedule as stated by the Contractor for the delivery and completion of punch list items. This CP is in conjunction with a Memorandum of Understanding (MOU) dated March 16, 2018 and MOU dated February 28, 2019, both signed by GHD, Pernix and GWA. The extended October 15, 2018 substantial completion date and November 21, 2018 final completion date as agreed upon in the MOU dated March 16, 2018 has expired. From then to the March invoice, the CM services have been deducted from the budget allotted in Change Order #4.

The extended CM services included in this Change Proposal will be billed on a Time and Material basis. GHD's invoices will be paid by GWA directly, and the same amount will be deducted from Pernix's contract as agreed upon in the before mentioned MOUs.

Details: The Scope of Work will provide an extension of the construction phase tasks detailed in our original Scope of Work that relate to the construction of Astumbo and Yigo No. 1 and 2 Reservoirs. No



additional QA testing and survey service are included as they were covered in the original Scope of Work and Change Order No. 2.

Data and Assumptions:

- a. These CM Services are being provided for the construction of improvements shown on the construction plans and included in the bid schedule that was awarded to Pernix at the Astumbo and Yigo No. 1 and 2 Reservoir sites. If additional improvements are added to the construction contract then fees for additional CM Services will be negotiated with GWA.
- b. For the Yigo and Astumbo Reservoirs, it is understood that the intent is for GHD to provide four and a half (4.5) consecutive months (20 weeks) of part-time, as-needed Resident Engineer (RE)/Project Manager (PM) services and four and a half (4.5) consecutive months of part-time onsite inspection averaging three (3) days per week. RE/PM services have been estimated at 8 hours per week and onsite inspector at 24 hours per week up to a maximum of \$5,000 per week. This is based upon a standard 40 hour work week.
- c. GWA agrees to negotiate with GHD for change orders for additional construction phase services for final completion beyond August 16, 2019 at either site due to construction delays, adverse weather delays, or any other reason not due to the negligent acts of GHD until final acceptance of the project is achieved.

Our time and material fees are summarized in the following Fee Schedule:

**FEE SCHEDULE FOR ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR
ASTUMBO AND YIGO NO. 1 AND 2 RESERVOIRS**

TASKS	TOTALS
Original Contract Amount	\$1,387,982
Contract Amount with CO #1	\$1,422,905
Contract Amount with CO #2	\$1,820,471
Contract Amount with CO#4	\$2,331,403.30
CP-06 Yigo and Astumbo Reservoir CM Services from Construction Delay	\$117,324
GUAM GRT (at 5%)	\$5,866
TOTAL CHANGE PROPOSAL COST	\$123,190
AMENDED CONTRACT AMOUNT	\$2,454,593.30

* Work which exceeds the scope of this proposal will be brought to your attention for review, approval and fee adjustment. Such extra services, will be performed on a time and materials basis (per our Fee Schedule in effect at the time services are performed), or for a mutually agreed upon lump sum fees. Work performed will be billed monthly based on estimated percent complete. Payment is due within 30 days of receipt and acceptance of the invoice. We stand ready to provide the professional services necessary to assist GWA in this endeavor.



Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Sutton".

Aaron Sutton
Construction Manager

Reviewed by

A handwritten signature in black ink, appearing to read "Bryan Ryley".

Bryan Ryley
Construction Manager

Attachments: GHD Change Proposal Fees for Astumbo and Yigo sites dated 05/08/2019

Cc: file

GWA Work Session - May 21, 2019 - ISSUES FOR DECISION

CHANGE PROPOSAL 6-R1

5-08-2019

GWA Yigo/Astumbo CM Extension to Final Completion

Phase Letter and Task Number	Task Description	Principal Engineer (Paul)	PM/Resident Engineer (Aaron)	Structural/Special Inspector (Aaron)	CM Safety Officer (Mark)	Civil Inspector/Structural (Peter)	Admin (Quinn)	Amount
HOURLY LABOR RATES		245	205	205	95	146	60	
B	CONSTRUCTION PHASE TASKS							
B1.0	Implement & Maintain Project Controls		-					
B2.0	Project Correspondence							
B2.1	Daily Construction Reports (assumes 3 days/wk @ 20 wks = 39 logs)	-	10			60	-	10,810
B2.2	Material Testing Logs		-			-	-	
B2.3	Progress Photo Log					20	-	2,920
B2.4	Videography & Live Video Feed (not included)					-	-	
B3.0	Submittals & Shop Drawings (assumes 0)			-			-	
B3.1	Contractor Project Schedules (assumes 1 ea.)		-			2	-	292
B3.2	CM Master project Schedule	-	-					
B4.0	Payment Requests (assumes 3)		2			9		1,724
B4.1	Payroll Reports (assumes 3)					4		584
B5.0	Project Meetings							
B5.1	Pre-construction Conference	-	-			-		
B5.2	Progress Meetings (10 x 2 hours each plus prep & minutes)	-	30			45		12,720
B5.3	As-built Drawing Reviews							
B5.4	Other Meetings	-	-					
B6.0	Request for Information (assumes 0 RFIs at 2 hours each)	-		-				
B7.0	General Compliance Monitoring							
B7.1	Labor Laws (see Task B4.1)							
B7.2	Permit Compliance							
B7.3	Insurance (see Task A5)							
B8.0	Claims and Disputes (see Tasks B8.1 to B8.7)							
B8.1	Claim Records (assumes 1 potential claim incidents)							
B8.2	Claims Reviews & Interpretations	-		-				
B8.3	Change Order Review (assumes 1 CO's)	-	2			4		994
B8.4	Design Changes (assumes 0 design changes)	-	-	-				
B8.5	Design Change/Verification Request (DCVR)	-	-					
B8.6	Change Order Negotiation with Contractor	-						
B8.7	Change Order Documents (see task 9.0)							
B9.0	Project Records & Document Management/Communication		80			120	-	33,920
B10.0	Construction Inspection and Quality Control Monitoring							
B10.1	Onsite Inspector (see notes)		36			216	-	38,916
B10.2	Special Inspections							
B10.3	Testing							
B10.3.1	Contractor Testing (part of Task B10.1)							
B10.3.2	CM/CQA Testing (also see expenses)							
B10.3.3	GWA Testing (part of Task B10.1)							
B10.3.4	Acceptance (part of Task B10.1)							
B11.0	Construction QA Survey Services (also see expenses)							
B12.0	Project Closeout							
B12.1	Punchlist Development	-						
B12.2	Project Closeout Inspections	-	8			6		2,516
B13.0	Training and Warranty Periods							
B13.1	Training		-			-		
B13.2	Warranties		-					
	CONSTRUCTION PHASE SERVICES HOUR SUBTOTAL	-	168	-	-	486	-	
	CONSTRUCTION PHASE SERVICES SUBTOTAL	-	34,440	-	-	70,956	-	105,396
	CONSTRUCTION PHASE EXPENSES SUBTOTAL							
	CONSTRUCTION PHASE SERVICES & EXPENSES TOTAL	-	34,440	-	-	70,956	-	105,396
C	POST CONSTRUCTION SERVICES							
C1	Final Report	-	16			40		9,120
C2	Record Drawings		8			8		2,808
	POST CONSTRUCTION PHASE SERVICES HOUR SUBTOTAL	-	24	-	-	48	-	
	POST CONSTRUCTION PHASE SERVICES SUBTOTAL	-	4,920	-	-	7,008	-	11,928
	POST CONSTRUCTION PHASE EXPENSES SUBTOTAL							
	SUBTOTAL POST CONSTRUCTION SERVICES	-	4,920	-	-	7,008	-	11,928
ALL	SUBTOTAL HOURS	-	192	-	-	534	-	

GWA Work Session - May 21, 2019 - ISSUES FOR DECISION

CHANGE PROPOSAL 6-R1

5-08-2019

GWA Yigo/Astumbo CM Extension to Final Completion

Phase Letter and Task Number	Task Description	Principal Engineer (Paul)	PM/Resident Engineer (Aaron)	Structural/Special Inspector (Aaron)	CM Safety Officer (Mark)	Civil Inspector/Structural (Peter)	Admin (Quinn)	Amount
ALL	SUBTOTAL							117,324
ALL	GRT AT 5%							5,866
ALL	GRAND TOTAL							123,190



"Better Water, Better Lives."

Gloria B. Nelson Public Service Building | 688 Route 15 | Mangilao, Guam 96913
Tel: (671) 300-6846

Issues for Decision

Resolution No. 30-FY2019

Relative to Approval of Change Order No. 4 for the Central Guam Reservoirs Design Project

What is the projects objective and is it necessary and urgent?

The objective of the change order is to authorize additional design services that are necessary for GWA to improve water distribution system functionality and reliability for service areas associated with the Hyundai, Pulantat/Manenggon, Chaot No. 2, Tamuning No. 1 (Airport), Tumon No. 1 (Nissan), and Piti reservoir. The following are part of this proposed change order:

1. Task A: Design changes to install a new pump controller unit at the new Hyundai Tank Booster Pump Station.
2. Task B: Design changes to the Chaot No. 1, Chaot No. 2, and Agana Heights Reservoirs SCADA.
3. Task C: Programming of the Chaot No. 1, Chaot No. 2, and Agana Heights Reservoirs SCADA.
4. Task D: Programming of the Manenggon, Tamuning No. 1 (Airport), and Piti Reservoirs SCADA.
5. Task E: Tamuning No. 1 (Airport) Reservoir - Tiyan Booster Pump Station, Sewer Line Rehabilitation, and Water Line Abandonment.
6. Task F: A-23 and A-25 (Serves Chaot and Agana Heights Reservoir) GAC System Additional Design.
7. Task G: Manenggon Reservoir Access Pump Station Additional Design.
8. Task H: Additional Structural Design to Increase Tamuning No. 1 Reservoir (Airport) from 2 Million Gallon Capacity to 3 Million Gallon Capacity.

GWA finds that it is in the best interest of the agency that the current engineering consultant conducts the additional work so as to expedite the design package preparation and provide cost savings given the design consultant is already aware of the system improvement needs.

How much will it cost?

The cost for the additional design services is \$200,458.00.

When will it be completed?

If the Change Order is approved, the design schedule will have the final tank design tasks completed by December 2019; however, the date may be adjusted if new issues arise.

What is the funding source?

The source of funding will be from CIP line item PW 09-11 Water System Reservoirs 2005 Improvements and EE 09-09 SCADA Improvement – Phase 4.



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

GWA RESOLUTION NO. 30-FY2019

**RELATIVE TO APPROVAL OF CHANGE ORDER NO. 4 FOR THE
CENTRAL GUAM RESERVOIRS DESIGN**

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, GWA is a Guam Public Corporation established and existing under the laws of Guam; and

WHEREAS, GWA is currently working on critical reservoir projects under the 2011 Court Order (“CO”) Paragraph 29 – Storage Tank/Reservoir Repair, Replacement, and Relocation Program; and

WHEREAS, the CCU approved Resolution No. 21-FY2015 that authorized a funding of Two Million Five Hundred Fifty-Two Thousand Four Hundred Forty-Five Dollars (\$2,552,445.00) plus 10% contingency of Two Hundred Fifty-Five Thousand Two Hundred Forty-Four Dollars and Fifty Cents (\$255,244.50) bringing the total authorized funding to a maximum of Two Million Eight Hundred Seven Thousand Six Hundred Eight Nine Dollars and Fifty Cents (\$2,807,689.50); and

WHEREAS, following CCU approval in Resolution No. 21-FY2015, GWA contracted with GHD in the amount of Two Million Five Hundred Fifty-Two Thousand Four Hundred Forty-Five Dollars (\$2,552,445.00) in May 2015 to provide design services for the Central Guam Reservoirs; and

WHEREAS, GWA subsequently issued Change Order No. 1 and Change Order No. 2 with GHD for additional design services in the amount of Two Hundred Fifty-Five Thousand Two Hundred and Forty-Four Dollars (\$255,244.00);

WHEREAS, in July 2016 the CCU approved Resolution No. 49-FY2016 which authorized an additional Six Hundred Eighty Thousand Five Hundred Forty-Eight Dollars (\$680,548.00) for additional design services to bring the total authorized funding to Three Million Four Hundred Eighty-Eight Thousand Two Hundred Thirty-Seven Dollars and Fifty Cents (\$3,488,237.50); and

WHEREAS, following CCU approval in Resolution No. 49-FY2016, GWA issued the Change Order No. 3 to GHD; and

WHEREAS, GWA engineering has further determine through the course of the design process that additional system improvements associated with the central reservoir project are needed; and

WHEREAS, GWA is requesting for additional design work which includes the following (Exhibit A):

- (1) Task A: Design changes to install a new pump controller unit at the new Hyundai Tank Booster Pump Station,
- (2) Task B: Design changes to the Chaot No. 1, Chaot No. 2, and Agana Heights Reservoirs SCADA,
- (3) Task C: Programming of the Chaot No. 1, Chaot No. 2, and Agana Heights Reservoirs SCADA,
- (4) Task D: Programming of the Manenggong, Tamuning No. 1 (Airport), and Piti Reservoirs SCADA,
- (5) Task E: Tamuning No. 1 (Airport) Reservoir - Tiyan Booster Pump Station, Sewer Line Rehabilitation, and Water Line Abandonment,
- (6) Task F: A-23 and A-25 GAC System Additional Design,
- (7) Task G: Manenggong Reservoir Access Pump Station Additional Design,

- 1 (8) Task H: Additional Structural Design to Increase Tamuning No. 1 Reservoir (Airport)
2 from 2 Million Gallon Capacity to 3 Million Gallon Capacity.
3

4 **WHEREAS**, GWA engineering and GHD negotiated the price for the services to be
5 provided in the amount of Two Hundred Thousand Four Hundred Fifty-Eight Dollars
6 (\$200,458.00); and
7

8 **WHEREAS**, GWA Management is seeking CCU approval of the fee proposal relative to
9 Change Order No. 4 in the amount of Two Hundred Thousand Four Hundred Fifty-Eight Dollars
10 (\$200,458.00) to fund the design services; and
11

12 **WHEREAS**, GWA Management further seeks CCU approval of the total authorized
13 funding for the design contract with GHD, Inc to Three Million Six Hundred Eighty-Eight
14 Thousand Six Hundred Ninety-Five Dollars and Fifty Cents (\$3,688,695.50); and
15

16 **WHEREAS**, funding for this project will be from PW 09-11 Water System Reservoirs
17 2005 Improvements and EE 09-09 SCADA Improvement – Phase 4; and
18

19 **NOW BE IT THEREFORE RESOLVED**, the Consolidated Commission on Utilities
20 does hereby approve the following:
21

- 22
- 23 1. The recitals set forth above hereby constitute the findings of the CCU.
 - 24 2. The CCU finds that the terms of the fee proposal submitted by GHD is fair
25 and reasonable.
 - 26 3. The CCU finds that the terms of the conditions set by GWA relative to
27 commencement of subsequent work activities are fair and reasonable and
28 serve as a measure of Quality Assurance/Quality Control (QA/QC).
 - 29 4. The CCU hereby authorizes the management of GWA to issue Change Order
30 No. 4 in the amount of Two Hundred Thousand Four Hundred Fifty-Eight
31 Dollars (\$200,458.00) (Exhibit A).
32

1 5. The CCU hereby further approves the total authorized funding to Three
2 Million Six Hundred Eighty-Eight Thousand Six Hundred Ninety-Five
3 Dollars and Fifty Cents (\$3,688,695.50); and

4 6. Funding source will be CIP PW 09-11 Water System Reservoir 2005
5 Improvements and EE 09-09 SCADA Improvement – Phase 4.
6

7 **RESOLVED**, that the Chairman certified and the Board Secretary attests to the adoption
8 of this Resolution.
9

10 **DULY AND REGULARLY ADOPTED**, this 28th day of May 2019.
11

12 Certified by:

Attested by:

13
14
15 _____
16 **JOSEPH T. DUENAS**
 Chairperson

MICHAEL T. LIMTIACO
Secretary

17
18 **SECRETARY'S CERTIFICATE**
19

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

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

26 AYES: _____

27 NAYS: _____

28 ABSTENTIONS: _____

29 ABSENT: _____
30

31 ///
32



Exhibit A

May 13, 2019

Mr. Tom Cruz, PE
Chief Engineer
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

**RE: Change Proposal 10 for PW12-04 Design Services for GWA's Central Water Reservoirs, GWA Project W14-006-BND
Design Changes for SCADA System at Hyundai Pump Station and Agana Heights and Chaot Reservoir Sites and Miscellaneous**

Dear Mr. Cruz:

GHD is pleased to submit this change proposal to amend our Scope of Work and Fee for the above referenced project. This scope of work defines the additional design services GHD will provide in connection with the Design Services for GWA's Central Water Reservoirs Project. Deliverables of the tasks will be amendments to the Tumon 2, Hyundai and Chaot 2 Reservoirs construction project. The additional scope for CP-10 is detailed below. The original project scope will be amended on a lump sum basis per the fees in the table below.

SCOPE OF WORK

Task A – Design Changes for Grundfos Controller at Hyundai Pump Station: GWA requested GHD make design adjustments to the pump controller at the new Hyundai Pump Station to add a package triplex Grundfos controller for the pumps. The current design provides for the pumps to be controlled by the SCADAPak. GWA is requesting the addition of the Grundfos controller to keep consistency between GWA facilities. GWA and the Contractor have requested only a change to the P&ID on sheet J-002 which will be issued as an addendum to the construction drawings that are currently under construction by AIC. No additional Division 1 specifications or front-end documents are included in this scope.

Task B – Design Changes to Chaot and Agana Heights SCADA: See attached SOW from ArcSine dated April 4, 2019.

Task C – Programming of Chaot and Agana Heights SCADA: See attached, revised SOW from ArcSine dated May 8, 2019. The scope of work includes programming for all of the Central Reservoirs project, but only the costs for programming at Agana Heights Reservoir and Chaot Reservoirs are



included in this Change Proposal because they were not included in the SOW for Change Order 3. The remaining of the cost of \$85,000 for the programming at the other sites will be divided by three and covered by GHD, remaining funds from the Water Hydraulic Modeling Data Collection - Barrigada Service Area project, and excess funds from Change Order No. 2 Task P that were not used.

Task D – Programming of Manenggon, Tamuning No. 1, and Piti Reservoirs SCADA: See attached revised SOW from ArcSine dated May 8, 2019.

Task E – Tiyan Booster Pump Station, Sewer Line Repair and Waterline Abandonment: Change Order No. 2 included a task from Change Proposal 4 for the design of additional piping to connect the area west of the airport runways to GWA waterlines. The task assumed that properties along the cliff line would be purchased by DPW and disconnected from an existing GWA waterline. There was a delay in the purchase of these properties. In order to abandon a waterline under the runways and still serve these houses, GHD was requested to design a small booster pump station in Tiyan to boost the pressure. GWA also requested the replacement or repair of the sewer line through GIAA property west of the runways. The work for this task has already been completed.

Task F – Wells A-23 and A-25 GAC System Additional Design: The scope for approved Task A of Change Proposal 9 included piping design for the installation of an existing GAC system at Well A-23 that would treat water from A-23 and A-25. A concrete slab for the relocated tanks was part of the scope. The fee for Task A of Change Proposal 9 was covered by unused fee for the Pulantat Reservoir site. The design has expanded to include sizing of the GAC system, investigation of treatment options, option figures for locations for the GAC tanks, additional piping design, and design of new GAC systems at both sites. The additional work is the scope for this task and has already begun.

Task G – Access Pump Station Additional Design: Amendment 1 provided scope to refurbish the Access Water Booster Pump Station. The fees for the scope were covered by a contingency in the original contract. The scope of Amendment 1 included new pumps, piping, pump system evaluation, possible replacement of electrical, instrumentation, and control equipment. Architectural improvements and replacement of the generator and fuel storage were also part of the scope. GWA requested additional improvements during the design including a roof hatch above the pumps, converting an office to an electrical room, and changing the piping to stainless steel. The scope for this task consists of structural design for the roof hatch, electrical design to move the electrical and controls to the new electrical room, piping design to change to stainless steel pipe, and fuel changes to move the tank to the exterior of the building. The work for this task has already begun and is almost completed.

Task H – Additional Structural Design for 3 MG Reservoir at Tumon (Tamuning) No. 1: The original scope for the Tumon No. 1 site was for the design of a 2.0 MG reservoir. GWA has requested we upsize the reservoir to 3.0 MG. The structural design for the larger reservoir requires more effort and is included in this task. The cost for this task will be deducted from the design budget meant for the relocation of the Tumon No. 1 Reservoir included in Task P of Change Order No. 3.



ASSUMPTIONS AND EXCEPTIONS

- This change proposal only applies to the scope of work. The terms of the original executed agreement still apply.

Our lump sum fees are summarized in the following Fee Schedule:

FEE SCHEDULE FOR ADDITIONAL DESIGN SERVICES

TASKS	TOTALS
Original Contract Amount	\$2,552,445
Contract Amount with CO #1	\$2,675,912
Contract Amount with CO #2	\$2,807,689
Contract Amount with CO #3	\$3,488,237
Task A: Grundfos Controller at Hyundai Pump Station	\$2,500
Task B: Chaot and Agana Heights SCADA	\$20,146
Task C: Programming of Chaot and Agana Heights SCADA	\$24,500
Task D: Programming of Manenggon, Tamuning No. 1 and Piti SCADA	\$55,995
Task E: Tiyan BPS, Sewer Line Repair and Waterline Abandonment	\$20,960
Task F: Wells A-23 and A-25 GAC System Additional Design	\$21,950
Task G: Access Pump Station Additional Design	\$44,861
Task H: Additional Structural Design for 3 MG Reservoir at Tumon (Tamuning) No. 1 – (\$15,000 deducted from Tumon #1 relocation budget)	\$0
Subtotal Cost	\$190,912
Guam GRT (at 5%)	\$9,546
TOTAL CHANGE PROPOSAL COST	\$200,458
AMENDED CONTRACT AMOUNT	\$3,688,695

Work that exceeds the scope of this proposal will be brought to your attention for review, approval and fee adjustment. Work performed will be billed monthly based on the estimated percent complete. We stand ready to provide the professional services necessary to assist GWA in this endeavor.

Sincerely,

Aaron Sutton, PE, ENV SP
Project Manager

Reviewed by,

Eric Penn
Electrical Engineer

Attachments: Task B SOW from ArcSine dated April 4, 2019
Task C and D SOW from ArcSine dated May 8, 2019

Cc: file



GUAM WATERWORKS AUTHORITY
SCADA PHASE A1/CENTRAL RESERVOIRS DESIGN CHANGE
SCOPE OF WORK

ArcSine Project XM1809007

April 4, 2019

INTRODUCTION

This document describes design services to be performed by ArcSine Engineering on behalf of the Guam Waterworks Authority (GWA), as a subconsultant to GHD, for the SCADA Phase A1 project, and the Central Reservoirs project, both under construction as of April 2019.

The following sites are included in this Scope of Work:

- Chaot Reservoir
- Agana Heights Reservoirs

SCOPE

This Task is to develop change documentation to effect the following:

SCADA Phase A1 Project

- Remove Chaot Reservoir from the project.
- Remove Agana Heights Reservoirs from the project.

Central Reservoirs Project

For Chaot, incorporate the SCADA Phase A1 provisions into the Central Reservoirs project. Reconcile RTU approach and depictions, to result in a single new control panel/RTU to be furnished and installed under the Central Reservoirs project. Coordinate and consolidate interconnection. Resolve layout considerations/conflicts.

DELIVERABLES

For each project, develop narrative summaries of the changes, and accompanying drawing packages. To the extent practical, existing Contract Drawings will be neatly handmarked depicting the changes.

The narratives will reinforce that Central Reservoirs' submittals from the Contractor must be integrated, even if multiple drawings are used to depict the Scope.

Provide peer review support to GHD to review GHD's Design Change for Hyundai Reservoir/Pumping Station.



ArcSine Engineering

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Page 1 of 2

**Central Reservoirs Programming
Scope Of Work**

CHANGE SUPPORT

Provide support to GWA and the respective CM organizations, in negotiating and finalizing the contractual aspects of the changes (price, time, etc.).



GUAM WATERWORKS AUTHORITY CENTRAL RESERVOIRS PROGRAMMING

SCOPE OF WORK

September 20, 2018
Revised November 28, 2018
Revised December 21, 2018
Revised April 4, 2019
Revised April 17, 2019
Revised May 8, 2019

ArcSine Project XM1809007

INTRODUCTION

This document describes programming services to be performed by ArcSine Engineering on behalf of the Guam Waterworks Authority (GWA), as a subconsultant to GHD, for the Central Reservoirs project under construction as of April 2019, and other similar project(s).

The following Central Reservoir's sites are included in this Scope of Work:

- Barrigada Booster Pump Station (and its reservoirs) – New RTU/ programming.
- Hyundai Reservoir and Booster Pump Station (co-located sites) – New RTU/programming.
- Tumon Tank 2 Reservoir – New RTU/programming (including two chlorine analyzers).
- Chaot Reservoir - New RTU/programming (including three chlorine analyzers).
- Agana Heights Reservoirs – New RTU/programming.
- Dero Road PRV (1 PRV and 1 flowmeter) – New RTU/programming.
- Pale San Vitores PRV (2 PRV's and 2 flowmeters) – New RTU/programming.
- St Johns (Marine Corps) PRV (2 PRV's and 1 flowmeter) – New RTU/programming.

Programming and testing for the sites above will be coordinated with the RTU panel builder, CPC.

The following additional sites are included in this Scope of Work, with the Construction Contract structure to be determined.

- Airport Reservoirs (also known as Tamuning No. 1, two reservoirs)
- Piti (one reservoir)
- Manenggan (up to three reservoirs)

Programming and testing for the sites above will be coordinated with the applicable Contractor(s).

TASK 1 - INFORMATION REQUESTS, COORDINATION, AND WORKSHOPS



Central Reservoirs Programming Scope Of Work

1.1 Information Requests

Request the following information:

- Example RTU code and structure, and standards to the extent they are available.
- Example remote site graphical displays and standards developed by the Central SCADA project (Benson/Siemens) to the extent they are available.
- Example control strategy format and standards.
- Latest information on tag naming and identification conventions.
- CPC's favorably reviewed shop drawing submittals.

Also consider responses to CM RFI's authored by ArcSine for the SCADA Phase A-1 project.

1.2 Project Coordination

It is expected that available GWA standards will be minimal. Accordingly, coordinate with the work under the SCADA Phase A-1 project, with the goal of achieving uniformity between the projects, and thus establishing defacto standards. Allow 12 hours.

1.3 Workshop #1 – Overview, Programming and Communications, Testing

Conduct a telephone workshop with project stakeholders; allow two people, 2 hours each. The following are topics to discuss at the workshop:

- Status of Island-wide communications.
- Status of GWA SCADA.
- Communications, general.
- Communications, DNP3 configuration.
- RTU configuration/programming, data types, data mapping, data management.
- Local Graphical Operator Interface.
- Supervisory system (graphics, databases, alarm notification coordination with work at each site).
- Supervisory outputs for use in Water Model.
- Testing, parties involved and their roles, acceptance criteria.

1.4 Ongoing Coordination

Provide ongoing coordination with the Construction Manager (TG Engineers), Contractor, GHD, and GWA via e-mail and telephone over the course of construction, on topics specific to this Scope. Allow 20 hours.

Central Reservoirs Programming Scope Of Work

TASK 2 - PROGRAMMING STANDARDS (NOT INCLUDED)

2.1 Define Approach; Develop Standards

Limited standards exist. Develop and submit the proposed approach to the following items, prior to Workshop #1. Revise following the Workshop, and as-built at project conclusion, as brief standards.

1. RTU program organization.
2. RTU programming techniques.
3. Local graphical operator interface configuration:
 - a. Layout
 - b. Navigation
 - c. Colors
 - d. Animation
 - e. Depictions
 - f. Alarming
 - g. Setpoints
 - h. Passwords/privilege/protection
 - i. Consistency with supervisory layout
 - j. Other display topics
4. Data mapping and structure at the point of demarcation in the RTU (where the communications system “picks up” values).
5. RTU input/output data management:
 - a. Debouncing
 - b. Scaling
 - c. Detection/management on loss of input
 - d. Related topics
6. File naming, file management.
7. Configuration management and recordkeeping (RTU's, communications, instrument scaling, etc.)
8. Other topics as covered in the workshop.

TASK 3 - PROGRAMMING SERVICES

3.1 For existing Barrigada Booster Pump Station Descriptions, assume no existing control descriptions exist and that this Scope of Work will develop them. For all sites included, develop site-by-site, function-by-function Control Descriptions. Submit to GWA for review and approval. Allow one round of revisions, then final submission.

- For each control loop, provide a functional description of the operation of the equipment, signals, and controls shown on the P&IDs and as otherwise included in the project:
 - Include functions depicted or described in the Contract Documents.

Central Reservoirs Programming Scope Of Work

- Include the following within each loop description:
 - ❖ Requirements specific to that loop.
 - ❖ List of ranges, setpoints, timers, values, counters, etc.
 - Functions to consider:
 - ❖ Program a “semi-auto” functionality so that sites can run “automatically” when unable to connect to the Island-wide SCADA network. (For various reasons this could occur – Island-wide SCADA network is not configured by the time site is commissioned, nearby router(s) to link the site to the Island-wide network are not available, etc.).
 - ❖ Address functionality/flow totalization at PRV’s if communications are down. Totalize flows locally, so upon communications restoration totals are correctly reported.
 - If similar loops exist with identical control, such as multiple loops for individual equipment or process units, only develop one loop description, and reference the remaining loops to that loop description.
 - Organize loop descriptions with a Table of Contents, page numbers, and footers.
- 3.2 Program the local PLC and display (OIP) for each site in accordance with the Control Strategies. Apply a structured approach, suitable for later emulation at other GWA projects. All sites are new RTU’s and OIP’s.
- 3.3 Prepare written test procedures for factory test off-Island at CPC’s facility in Seattle, Washington, for the Central Reservoir’s sites.
- 3.4 For the additional reservoirs, assume no factory testing will be provided. Only field testing will be undertaken.
- 3.5 Review and mark up screens, developed by others under the Central SCADA project, to cause the screens to be applicable to these sites. Provide Central SCADA Consultant with a tag list to achieve the required handshaking. **Item 3.5 is not included.**

TASK 4 - TESTING AND STARTUP

4.1 Startup Testing Summary

- Develop an overview suitable for distribution to the Contractor’s organization and GWA, of startup and testing responsibilities. Reference specification sections. Include also the roles of GWA’s programmer (ArcSine), and expected coordination.

4.2 Unwitnessed Factory Testing at ArcSine’s Facility:

- Perform in-house unwitnessed factory testing on the RTU’s and displays programmed under this Scope of Work.

Central Reservoirs Programming Scope Of Work

- Submit RTU code to CPC for downloading to each site's RTU, for the Central Reservoir's sites.

4.3 Witnessed Factory Testing at Panel Fabricator's Facility (Central Reservoir's sites):

- The Contractor's panel fabricator has responsibility for panel physical construction, including hardwired relay logic. Testing of those functions is under the Contractor's jurisdiction. For programmed functions, under this Scope develop test procedures for factory and field testing.
- Attend witnessed factory testing at the panel fabricator's facility in Seattle, Washington. Allow one person, 5 man-days.
- In the event that project schedule, including panel fabrication and shipping schedules, do not correlate well with program development schedules, factory testing of the automation functions will comprise "best efforts," with ArcSine testing whatever remains unwitnessed at ArcSine's facility.

4.4 Preliminary Electrical Field Tests (Operational Readiness Test, ORT)

- Provide test checklists for the specified Preliminary Electrical Field Tests. The goal will be to have the Contractor conduct the tests, witnessed by the CM and/or GWA, without the programmer present. Tests covered by the programmer's procedure will largely be comprised of end-to-end signal tests, where signal existence is confirmed at the local displays (and at central SCADA, if so available).

4.5 Final Control System Field Tests (Functional Acceptance Tests, FAT):

- Provide testing support on-Island during the Final Control System Field Tests. For the Central Reservoir's sites, assume 1 day each for reservoir and PRV sites, 2 days each for booster pumping stations. Assume Final Control System Field Tests for all sites will occur over a consecutive 2-week period.
- For the additional sites, allow an additional week on-Island, under a separate schedule, to start up and test these sites.
- The automation portion of the test procedures will be developed by ArcSine, as an adaptation of the factory test procedures. The hardwired portion will be by the Contractor. Using these procedures, execute complete testing of the hardwired and programmed logic. Prove out local stand-alone functionality.
- In the event that site commissioning and final testing do not fall on a consecutive 2-week period (Central Reservoirs) or the 1-week followup period (other), the procedures will be developed such that a preliminary first run can be work by the Contractor on his schedule with witnessing by the CM/GWA. Then ArcSine's on-Island work will comprise a revisit by the CM/GWA to verify final testing completion and close out loose ends.
- In cooperation with GPA and its Central SCADA consultant, these procedures will also test functions and data transmissions end-to-end, to the extent practical.

4.6 In conjunction with the FAT's, provide the following on-Island services:

Central Reservoirs Programming Scope Of Work

Item 4.6 is not included.

- Provide training of GWA personnel on site-specific functions. PLC training to include description of PLC parameters and how values are determined. Training will be optimized within the available timeframe.
- During this time, coordinate/facilitate the activities above, assisting the parties in achieving the end-to-end functionality desired.
- Handmark Contractor control-related shop drawings for as-built conditions, as observed by ArcSine in the course of the work. The on-Island time will make best use of ArcSine's staff including as-building these details to the extent possible.
- Mark up control strategies.
- Perform file management, and provide version-controlled final programs for structured storage within the central server environment. Coordinate with GPA, GWA, and GPWA IT.
- Provide a log of setpoints as-installed.
- Submit electronic copy and one hardcopy of the RTU program.
- Allow 2 days, contiguous with the FAT allowance, for the items above.

TASK 5 - AS-BUILT RESULTS (NOT INCLUDED)

- Submit the documents described under Subtask 4.5, as-built.
- Submit RTU program settings sheets, listing parameters, descriptions, and how values are determined.

TASK 6 - PROGRAMMING PLATFORM

Obtain for programming and unwitnessed factory testing purposes, one RTU with a selection of I/O, and one graphical display. Assume these can be made available by the project Contractor.

NOT INCLUDED

1. Programming or testing of network switch, firewall, and Tropos radio.
2. Developing DNP3 philosophies and resulting configurations. This information is the subject of outstanding RFI's for the SCADA Phase A-1 project.
3. Furnishing, installing, and configuring a temporary central SCADA system at GWA's headquarters if the Benson/Siemens SCADA system is not installed/operational at time of commissioning the sites programmed in this Scope of Work.
4. Task 2, Programming Standards, is not included.
5. Screen Coordination (Task 3.5), is not included.
6. Additional on-Island services (Task 4.6), is not included.



GUAM WATERWORKS AUTHORITY

"Better Water, Better Lives."

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

Tel: (671) 300-6846

Issues for Decision

Resolution No. 31-FY2019

Relative to Approving the Liquid Chlorine Supply Contract for Water Production and Treatment Facilities Island-Wide

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

The objective is to provide sufficient supply of liquid chlorine used to treat and disinfect GWA's drinking water in accordance with the Safe Drinking Water Act and as required by federal and local laws and regulations.

The purpose of this procurement and the use of product (liquid chlorine) supplied under this procurement are necessary for the protection of public health and safety, and are a mandatory and critical part of GWA's water operations, and therefore are inherently necessary and urgent.

Where is the location?

Various locations Island-wide

How much will it cost?

3 Year contract cost for the following:

150lbs. Chlorine Cylinder \$618.00 each

1 Ton Chlorine Cylinder \$6,097.78 each

Bid Specified amount estimated for 150lbs. is 1,260 cylinders Annually

Bid Specified amount estimated for 1 Ton is 12 cylinders Annually

Cost for 150lbs. Chlorine Cylinder \$586.68/\$778,680.00 Annually

Estimated Cost for 1 Ton. Chlorine Cylinder \$6,097.78/\$73,173.36 Annually

Total Cost \$851,853.36 Annually

Total expenditure for the 3-year contract term is **\$2,555,560.08**

When will it be completed?

After the 3-year term.

What is the funding source?

The procurement of these essential treatment chemical is intended to be funded from revenues (O & M expense).

The RFP/BID responses (if applicable):

Reference Bid No. GWA 2019-05

5 downloaded IFB package

1 submitted



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

GWA RESOLUTION NO. 31-FY2019

**RELATIVE TO APPROVING THE LIQUID CHLORINE SUPPLY CONTRACT FOR
WATER PRODUCTION AND TREATMENT FACILITIES ISLAND-WIDE**

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 February 27, 2019, GWA issued an Invitation for Bid No. 2019-05 (IFB) for an Indefinite Quantity/Indefinite Delivery (ID/IQ) requirements contract (see Exhibit A); and

WHEREAS, five (5) interested parties registered to download a bid package from GWA’s website and on April 17, 2019, GWA received one (1) bid proposal from Island Equipment Company; and

WHEREAS, on April 22, 2019, the IFB 2019-05 offer was evaluated by GWA’s review committee and determined that the best and only offer was made by Island Equipment Company (see Exhibit B); and

WHEREAS, GWA Management seeks CCU approval of the IDQ/ID contract for Liquid Chlorine 150lb. Cylinder for a quantity of One Thousand Two Hundred Sixty (1,260) at a cost of Six Hundred Eighteen Dollars (\$618.00) each, for an annual cost of Seven Hundred Seventy

Eight Thousand Six Hundred Eighty Dollars (\$778,680.00) and Liquid Chlorine One (1) Ton for a quantity of twelve (12) at a cost of Six Thousand Ninety Seven Dollars and Seventy Eight (\$6,097.78) each, for an annual cost of Seventy Three Thousand One Hundred Seventy Three Dollars and Thirty Six Cents (\$73,173.36), for a combined annual cost of Eight Hundred Fifty One Thousand Eight Hundred Fifty Three Dollars and Thirty Six Cents, (\$851,853.36) for a total amount of Two Million Five Hundred Fifty Five Thousand Five Hundred Sixty Dollars and Eight Cents (\$2,555,560.08) for the initial three (3) year contract term.

WHEREAS, GWA has determined that the issuance of the bid will allow GWA to continue to purchase liquid chlorine used for disinfecting GWA's drinking water for the protection of public health and safety, and as required under the Safe Drinking Water Act and federal and local regulations; and

WHEREAS, a multiple year contract term of three (3) years with the option to renew for an additional two (2) one (1) year term is in the best interest of GWA due to the fact that it provides fixed prices over a longer period of time and economies of scale may result in a lower bid price than what GWA would otherwise receive for a shorter contract term; 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 cost proposal submitted by Island Equipment Company are fair and reasonable.
3. The CCU hereby authorizes the management of GWA to accept the bid offer from Island Equipment Company (Exhibit B).
4. The CCU hereby further authorizes the funding amount for this project to a maximum of Two Million Five Hundred Fifty-Five Thousand Five Hundred Sixty Dollars and Eight Cents (\$2,555,560.08) for the initial three (3) year term with the option to renew for an additional two (2) one (1) year terms.

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

DULY AND REGULARLY ADOPTED, this 28th day of May, 2019.

Certified by:

Attested by:

JOSEPH T. DUENAS
Chairperson

MICHAEL T. LIMTIACO
Secretary

SECRETARY'S CERTIFICATE

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

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

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

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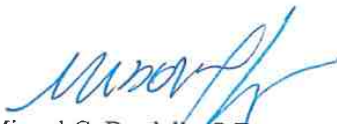
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EXHIBIT A

INVITATION TO BID

The GUAM WATERWORKS AUTHORITY, will receive sealed bids for **Liquid Chlorine**, in **GWA IFB. NO. 2019-05**. Bids will be accepted until 10:00 a.m. Chamorro Standard Time, **March 20**, 2019 at the GWA Procurement Office, first floor located at the Gloria B. Nelson Public Services Building in Mangilao at which time and place all bids will be publicly opened and read aloud. All bids must be accompanied by a Bid / Performance Bond, in the amount of 15 percent (15%) of the total bid price. Bid security may be bid/performance bond, Surety Bond, certified check or cashier check made payable to Guam Waterworks Authority. A non-refundable amount of \$15.00 is required for the purchase price of every set of bidding documents which are available at the GWA Procurement Office. Bidders can download a bid package at www.guamwaterworks.org without charge, although vendors are strongly encouraged to contact or visit GWA Procurement Office to register to ensure that updated information, notices or bid amendments are distributed to you.

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


Miguel C. Bordallo, P.E.
General Manager

GWA STAMP ISSUE DATE:

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- B. EXPLANATION TO BIDDERS.
- C. QUESTIONS.
- D. METHOD OF AWARD.
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- F. TAXES.
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- I. JUSTIFICATION OF DELAY.
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NON-COLLUSION AFFIDAVIT
CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS
MAJOR SHAREHOLDER DISCLOSURE AFFIDAVIT
BID AND PERFORMANCE BOND FOR GOODS AND SERVICES
AS REQUIRED UNDER 5 G.C.A. § 5212

(This form must be used; failure to utilize this form is subject to rejection of bid)

[illegible]



**Guam Waterworks Authority
Invitation for Bid Number: GWA IFB 2019-05
For Liquid Chlorine**

Indefinite Quantity Bid

Any reference in the Solicitation to a manufacturer brand name or product number is solely due to need by GWA to provide minimum satisfactory product specifications. Thus, all references to a brand name is solely intended to provide a description of the type of products or services sought by GWA and not to limit bids nor restrict a vendor from providing equivalent products or services. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and clearly indicates how it differs from the original specification. Approved equivalents will be **acceptable**.

I. BID ITEM(s)

<u>Item No</u>	<u>Description</u>	<u>Min Qty</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1.0	Liquid Chlorine 150 lb. Cylinders	1,260 each	_____	_____
2.0	Liquid Chlorine One (1) Ton	12 each	_____	_____
			Grand Total \$	_____

BIDDING ON:

MFG: _____

Brand: _____

Place of Origin: _____

Date of Delivery: _____
After Receipt of Purchase Order

TECHNICAL SPECIFICATIONS ON ITEM 1.0

- A. GENERAL:** The Guam Waterworks Authority ("GWA") uses liquid chlorine in 150 lbs. and One (1) Ton. Cylinders in order to disinfect drinking water at approximately 100 well sites and one (1) water treatment plant. GWA intends to enter into a three (3) year contract with the option to renew for two (2) additional one-year terms for the purchase of liquid chlorine in 150-pound cylinders. All extensions of the contract are subject to the availability of funding. Price modifications for the extensions may be made if the contractor provides proof of changes in their invoice price as required under 2 G.A.R. Section 3118. This specification describes the requirements for the provision of liquid chlorine under this solicitation.

The product described herein shall be manufactured, packaged, shipped, and stored in accordance with the latest additions of the following codes and standards as well as any applicable referenced standards within.

1. AWWA B301-04: Standard for Liquid Chlorine.
2. ANSI/NSF Standard 60: Drinking Water Chemicals.
3. Chlorine Institute, Pamphlet 17: Cylinder and Ton Container Procedures for Chlorine Packaging.
4. Compressed Gas Association, Pamphlet C6: Standards for Visual Inspection of Steel Compressed Gas Cylinders.
5. US Department of Transportation, Hazardous Materials Regulations 49 C.F.R. § 100-177 (Chapter 1, Subchapter C).

- B. MATERIAL SPECIFICATION:** Liquid Chlorine for disinfection of potable water supplies must meet the requirements of AWWA Standard B-301-04, Section 4.

The supplier under this contract shall be responsible for providing certified analysis from the manufacturer demonstrating compliance with the requirements set forth in this bid.

CONTAINERS: The supplier shall be responsible for providing, inspecting, testing and cleaning of cylinders in accordance with all referenced standards.

1. GWA currently has an inventory of 280 each 150 lbs. and 12 each One Ton GWA-owned cylinders that are currently being used by GWA. These cylinders shall be used by the successful bidder upon exchange on an empty 150 lbs.' or 1-ton cylinder. GWA shall have the right to certify whether or not said cylinders are in good useable condition.
2. Cylinders shall be inspected, tested, and cleaned in accordance with AWWA Standard B301-04, Section 5. The supplier must maintain at all times documentation of compliance with these requirements at the supplier's facility.
3. GWA reserves the right to reject any cylinders that do not meet the chemical, physical, or safety requirements of this specification. In the event that a cylinder is rejected, the supplier shall replace it with a like amount of satisfactory liquid chlorine in an acceptable container.
4. No cylinder deposit or cleaning charge shall be separately levied. All fees for the maintenance of 150 lb and One Ton. cylinders in accordance with applicable codes shall be included in the unit cylinder price.

C. STORAGE AND MINIMUM INVENTORY REQUIREMENTS:

Due to the potential for interruption of shipping networks to Guam due to typhoons and other causes, it is necessary to maintain a minimum inventory (backup reserve) of chlorine in order to insure availability at all times. The minimum backup reserve has been established for GWA by the USEPA as noted below.

1. The supplier shall maintain a sufficient inventory of 150 pound and one-ton chlorine cylinders such that a backup reserve of at least 200 150 lbs. cylinders and three (3) one ton shall be available at any and all times. This reserve shall be exclusive of any reserve required by other customers.
2. The supplier shall provide an inventory plan (along with bid), based on the quantities described above, illustrating compliance with these backup reserve provisions.
3. The supplier shall be responsible for maintaining a storage facility in compliance with OSHA and other applicable law, codes and standards regarding the receiving, handling, storage, delivery, and emergency response to chlorine gas. The supplier shall maintain documentation of compliance to be provided at the request of GWA.
4. No additional facility maintenance or storage charges (or any other charge) shall be separately levied. All fees for shipping, storage and facility maintenance shall be included in the unit cylinder price.

D. SPECIAL CONDITIONS:

1. The contract for the supply of liquid chlorine shall be for a period of three (3) years. GWA reserves the right to renew this contract for two (2) additional one-year terms with both parties so agree in writing. All extensions of the contract are subject to the availability of funding. Price **modifications** for the extensions may be made if the contractor provides proof of changes in their invoice price as provided under 2 G.A.R. Section 3118.
2. Cost data pursuant to 2 G.A.R. § 3118 to support any proposed increase must be submitted to the Purchasing Director no less than 90 days prior to the effective date of any such requested price increase. Any adjustment allowed shall consist of verifiable material cost increases which may be passed on to the consumer.
3. No adjustment shall be made to compensate a supplier for inefficiency in operation, or for additional profit.
4. Bids indicating price in effect at time of shipment will be considered invalid.
5. Bidder shall respond to a GWA facility should an emergency situation develop, with the appropriate tools necessary to deal with a leak; said **response** shall be no longer than two hours from the time of notification. Emergency numbers for this procedure shall accompany the bid.
6. If the products proposed in the response to this bid vary in any way from the requirements contained in this specification or other solicitation documents, the bidder is responsible to clearly identify by specification section number, all such differences in writing at the time of bid. Otherwise, it will be assumed that bidder's offer is in total compliance with all aspects of the specification and bid.

II. GENERAL TERMS AND CONDITIONS

A. AUTHORITY.

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

B. EXPLANATION TO BIDDERS.

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

C. QUESTIONS.

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

Guam Waterworks Authority
Procurement Section
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, GU 96913
Fax. No.: (671) 649-3750
psabids@guamwaterworks.org

D. METHOD OF AWARD.

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

E. REJECTION.

GWA has the right to reject all bids or offers which have been submitted in response to this Bid, at any time, including after delivery if goods are determined to be non-conforming, if GWA

determines such to be in the best interest of GWA. All bids and contractual obligations are subject to the availability of funding.

F. TAXES.

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

G. LICENSING.

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

H. COVENANT AGAINST CONTINGENT FEES.

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

I. JUSTIFICATION OF DELAY.

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

J. DISCLOSURE OF MAJOR SHAREHOLDERS.

As a condition of bidder, any partnership, sole proprietorship or corporation doing business with GWA shall submit an affidavit executed under oath that list the name address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation, which have held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. A bid from any firm that has person on the list 10% or more affidavit that is a member of the CCU or a GWA

or Guam Power Authority officer that reports directly to the Board will not be evaluated and will be rejected. The affidavit shall be open and available to the public inspection and copying.

K. EQUAL EMPLOYMENT OPPORTUNITY.

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

L. DETERMINATION OF RESPONSIBILITY OF OFFERORS.

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

M. STANDARD FOR DETERMINING WHETHER BIDDER IS QUALIFIED.

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

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

N. PRE-BID CONFERENCES.

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

O. BIDS.

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

P. COMPETENCY OF BIDDERS.

Bids will be considered only from such bidders who, in the sole opinion of GWA, can show evidence of their ability, experience, equipment, and facilities to render satisfactory performance of the terms and conditions herein (see item "N" above for standards). GWA reserves the right to take all reasonable steps to determine the competency of bidders, including asking questions, testing or any other act deemed prudent by GWA based on the circumstances.

Q. REQUEST FOR BID FORMS.

Each bidder shall be provided with one (1) set of the Bid packet at a cost of \$15.00. If the bidder wishes to download a bid packet on GWA website www.guamwaterworks.org, the fee will not be charged and be automatically registered with GWA procurement office. All payments shall be by cash, certified check, credit card or money order and shall be made payable to GWA. Prospective bidders are encouraged to visit our website or visit/contact GWA Procurement section located on the first floor of Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, GU 96913 @ 300-6027/6030 to **ensure that updated information, for obtaining answers to questions, bid amendments and notices are distributed.**

R. BID ENVELOPE.

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

S. FORM OF BID.

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

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

Bidders may declare portions of their bid as being confidential. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. However, prices and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary. GWA may review the material declared to be confidential to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, GWA shall inform the bidders in writing what portions of the bids will be disclosed. All bids shall be opened to public inspections subject to any continuing prohibition on the **confidential** data.

T. MODIFICATION / ALTERATION.

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

U. MODIFICATION OR WITHDRAWAL OF BIDS.

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

V. CONTACT FOR CONTRACT NEGOTIATION.

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

NAME: _____ TITLE: _____

ADDRESS: _____ TELEPHONE: _____

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

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

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

X. NOTICE OF AWARD.

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

Y. CERTIFICATION AGAINST THE EMPLOYMENT OF CONVICTED SEX

OFFENDERS.

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

Z. TERMINATION OF BID.

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

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

III. SPECIAL TERMS AND CONDITIONS

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

A. GENERAL COMPLIANCE WITH LAWS.

The Bidder agrees that they shall comply with all Federal and territorial laws, rules, regulations and ordinances applicable to the work being performed hereunder. Bidder shall attach a copy of appropriate business license or an affidavit executed under penalty of perjury that indicates that Bidder is exempt under Guam law (must include legal citations proving exemption). Bidder agrees that they have and will continue to familiarize themselves with the requirements of all laws and rules applicable to this procurement. Failure on the part of the bidder to familiarize themselves with the law and rules shall not excuse Bidder in any way.

B. ALL OR NONE BIDS

If applicable to this bid, GWA is requesting all of the bid items to be bid or none at all. GWA will not award on an itemize basis.

C. BIDDERS PRICE

GWA will consider not more than (2) (Basic and Alternate Bids) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain the requirements will result in rejection of the bid.

D. ACCESS TO RECORDS AND OTHER REVIEW.

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

E. OWNERSHIP OF DOCUMENTS.

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

F. INDEMNITY.

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

G. CHANGES.

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

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

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

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

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

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

H. TERMINATION.

TERMINATION FOR DEFAULT:

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

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

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

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-contractor(s) of Bidder, the Bidder shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Bidder to make progress in the prosecution of the work hereunder which endangers such performance) if the Bidder has notified GWA within 15 days **after** the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the government of Guam and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics;

quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress due to such causes similar to those set forth above, the Bidder shall not be deemed to be in default, unless the services to be furnished by the sub-contractor were reasonably obtainable from other sources in sufficient time to permit the Bidder to meet the contract requirements. Failure of the sub-contractor to perform for reasons other than cited above shall constitute a default of the Bidder unless cured by Bidder with a reasonable time. Upon request of the Bidder, GWA shall ascertain the facts and extent of such failure, and, if GWA determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Bidder's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of GWA and the government of Guam under the laws of Guam.

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

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

TERMINATION FOR CONVENIENCE:

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

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

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

(4) **Compensation.**

- (a) The Bidder shall submit a termination claim specifying the amount due because of the termination for convenience together with cost or pricing data to the extent required by 2 G.A.R. § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Bidder fails to file a termination claim within one year from the effective date of termination, GWA may pay the Bidder, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
- (b) GWA and the Bidder may agree to a settlement provided the Bidder has filed a termination claim supported by cost or pricing data to the extent required by 2 G.A.R. § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GWA and the contract price of the work not terminated.
- (c) Absent complete agreement under Subparagraph 4(b) of this Section, GWA shall pay the Bidder the following amounts, provided payments that are agreed upon under Subparagraph 4(b) shall not duplicate payments under this Subparagraph:
 - (i) contract prices for services accepted under the contract;
 - (ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Bidder would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the **amount** of compensation shall be reduced to reflect the anticipated rate of loss;
 - (iii) costs of settling and **paying** claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;
 - (iv) the reasonable settlement costs of the Bidder including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. Attorney's fees if for any reason it files suit against the government must be paid by the Bidder. The total sum to be paid the Bidder under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Bidder reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
- (d) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

I. SEVERABLE PROVISIONS.

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

J. GOVERNING LAW AND VENUE.

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

K. EFFECTIVE DATE OF AGREEMENT.

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

L. GOVERNMENT NOT LIABLE.

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

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

M. ASSIGNMENT.

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

N. LIQUIDATED DAMAGES.

By submitting a bid, the Bidder agrees to commence work on the date to be specified in a written "Notice to Proceed" from GWA and to fully complete the project within the allotted time

thereafter. In the event that the Bidder fails to complete the work called for in the bid, fails to provide the goods or services in the allotted time, then Bidder shall pay to GWA $\frac{1}{4}$ of 1% of the total bid price per day as liquidated damages for the non-performance as specified by the Guam Code Annotated. The liquidated damages herein are not a penalty, but rather a reasonable estimate by GWA of the loss it would suffer as a result of non-performance.

O. CONTRACT DOCUMENTS.

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

- a. Invitation to Bid
- b. Instructions to Bidders
- c. Bid
- d. Form of Non-Collision Affidavit
- e. Bid Bond
- f. Formal Contract (which shall control in the event of conflict between this and any other contract document)
- g. Performance Bond (if applicable)
- h. Payment Bond (if applicable)
- i. General Provisions
- j. Special Provisions
- k. Technical Specifications
- l. Plans (if any)
- m. Addenda/Amendments
- n. Answers to Questions (if GWA determines they are applicable).

P. DISPUTES.

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

Q. CONTRACT ISSUED UNDER THIS BID IS BINDING.

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

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

R. BIDDER'S RESPONSIBILITIES.

The Bidder shall be responsible for the quality and workmanship of all services and materials furnished under this **contract**. The Bidder shall, without additional cost to GWA, correct or revise all errors or deficiencies in his/her products or work.

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

S. SCOPE OF AGREEMENT.

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

T. CHANGE ORDERS.

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

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

If any such change order increases or decreases the Bidder's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, an

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

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

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

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

U. STOP WORK ORDERS.

GWA may by written order to the Bidder, at any time, and without notice to any surety, require the Bidder to stop all or any part of the work called for in the Contract. This order shall be for a **specified** period not exceeding ninety (90) days after the order is received by the Bidder, unless the parties agree to any longer period. Upon **receipt** of the order, the Bidder shall comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties have agreed, GWA shall either cancel the work order or terminate the work covered by the order as provided under the Termination for Default or Termination for Convenience Clauses contained in this contract.

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

V. CLAIMS BASED ON ACTS OR OMISSIONS BY GWA.

If any action or omission on the part of GWA requiring performance changes within the scope of the contract constitutes the basis for a claim by the Bidder for additional compensation, damages,

or an extension of time for completion, the Bidder shall continue with performance of the contract in compliance with the directions or orders of GWA, but by so doing, the Bidder shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (a) the Bidder shall have given written notice to GWA:
 - (i) prior to the commencement of the work involved, if at that time the Bidder knows of the occurrence of such action or omission;
 - (ii) within 30 days after the Bidder knows of the occurrence of such action or omission, if the Bidder did not have such knowledge prior to the commencement of the work; or
 - (iii) within such further time as may be allowed by the Procurement Officer in writing.

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

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

(c) the Bidder maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

Nothing herein contained, however, shall excuse the Bidder from compliance with any rules of law precluding any GWA official or its Bidders from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

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

W. PRICE ADJUSTMENT CLAUSE.

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

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the contract or subsequently agreed upon;

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

X. SERVICE DISABLED VETERAN PREFERENCE.

Please note that in the event a bid is submitted by a bona-fide service disabled veteran where the bidder is at least fifty-one percent (51%) owned by a service-disabled veteran and the price for the supply or service *does not* exceed one hundred five percent (105%) of the lowest price bidder, GWA is required under 5 G.C.A. § 5011 to award the bid to the service-disabled owned business. A service-disabled veteran business must meet all of the following qualifications under 5 G.C.A. § 5012:

- (a) the business concern is licensed to do business on Guam;
- (b) the business concern maintains its headquarters on Guam;
- (c) the business concern is *at least* fifty-one percent (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs;
- (d) the DD214 and Disability award letter from the U.S. Department of Veterans Affairs are submitted to the procuring entity for every service or supply offered; and;
- (e) the service-disabled veteran(s) owner of the business concern has filed individual tax returns on Guam for a period of *at least* three (3) consecutive years

For any request for a price adjustment, the contractor shall submit cost or pricing data for any price adjustments subject to the provisions of 2 G.A.R. § 3118 of the Guam Procurement Regulations.

IV. ADDITIONAL SPECIAL TERMS AND CONDITIONS

This is an “Indefinite Quantity Bid” pursuant to the Guam Procurement Regulations. **The quantities reflected in the bid are estimated requirements only and not guaranteed minimums. The amounts listed are GWA’s best estimate of its average annual needs.** Quantities may increase or decrease thru the duration of the contract and continued purchase is subject to the availability of funds. No commitment is made to vendors in terms of purchasing quantity.

- A. The purpose of this bid is to provide GWA with a sufficient quantity of 150 lbs. and one-ton liquid chlorine cylinders and to provide GWA with a sufficient supply of liquid chlorine to allow GWA to safely operate its water system and to comply with the terms and conditions of the USEPA / GWA Stipulated Order for Preliminary Relief (as amended) entered into on June 5, 2003. In addition, these specifications have been written to describe minimum performance requirements of the items to be supplied.
- B. GWA reserves the right to **conduct** a reasonable test following delivery and prior to acceptance to confirm that the products (both the cylinders and the chlorine) meet the minimum specifications set forth herein or otherwise performs as required.
- C. These specifications have been written to describe the minimum requirements to be supplied by the vendor bidding. This bid is subject to Guam's Procurement Laws.

GWA hereby notifies vendors that a reasonable test may be conducted upon delivery of each shipment and prior to acceptance, which may include, but is not limited to testing the goods to be provided under this Bid for quality, manufacturing defects, other irregularities and for compliance with these specifications. GWA also reserves the right to have any goods provided hereunder tested by an independent firm to ensure quality and compliance with requirements set forth in this bid. GWA also reserves the right to have the manufacturing process inspected for all goods provided hereunder.

- D. The Guam Waterworks Authority reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or specification discrepancies and to award the bid as deemed to be the best interest to GWA.
- E. As required under Guam law, GWA reserves the right to cancel this bid if it is in the best interest of GWA to do so.
- F. The successful bidder shall warrant that all goods and services to be provided herein are fit for the intended purpose stated in this Bid, are **manufactured** in the **United States** and meet the standards set forth in this Bid. The bidder shall also warrant all goods provided under this Bid to have a useful product shelf life of a period of not less than one year. However, if the manufacturer of such goods provides a shelf life warranty for any period of time **greater** than one year for any item, that same warranty period shall be extended to GWA.
- G. In addition, the successful bidder will handle all warranty issues arising out of this agreement and shall act as the warranty administrator for the duration of any warranty provided under this Bid. Thus, if the vendor is not the manufacturer of the products provided under this Bid, GWA will not be required by the bidder to contact any manufacturer directly unless the bidder is the manufacturer of all goods provided hereunder and the bidder shall designate a delivery point on Guam for goods to be delivered or bidder shall pay all freight and handling charges associated with the return of the goods to the manufacturer and all costs for replacement.

- H. The successful bidder may be required to enter into a written contract on terms and conditions acceptable to GWA (also please note that a Purchase Order is a contract).
- I. Bidders are advised that they are required to follow all laws, rules and regulations relating to the provision of goods and services. Ignorance of any law, rule or regulation by the bidder at any time during the bidding process or performance under the bid shall not relieve the vendor from the applicability thereof.
- J. All Bidders shall maintain \$1,000,000 liability **insurance** policy throughout the duration of the performance of any contract entered into. Bidders shall provide a copy of the insurance policy to GWA as a condition for entering into the contract with GWA. Bidders shall also provide GWA with proof the policy has been renewed and kept in force throughout the contract term.
- K. Prior to entering into any contract with GWA, any and all successful bidders shall provide GWA with a valid and up-to-date copy of their Guam Business License which provides proof that they are able to engage in the type of business required for this bid.
- L. Bidders are also advised to use and fill out all forms attached to this Bid, including but not limited to the Affidavit of Non-Collusion, Certification Regarding Hiring Convicted Sex Offenders, Bid Bond, and any other form required to complete their bid.
- M. Bidders are reminded that submission of a bid constitutes an acknowledgement that they have read and understood all bid terms and agree to be bound by such an that failure to read the bid shall not excuse performance or otherwise give rise to any claim by bidder, including mistake, neglect or for any other reason.

V. SPECIAL PROVISIONS

1. Bid and Performance Bond Requirements:

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

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

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

- a. **Cashier's Check or Certified Check**

- b. Letter of Credit
- c. Surety Bond – Valid only if accompanied by:
 - i. Current Certificate of Authority;
 - ii. Power of Attorney issued by the Surety to the Resident General Agent;
 - iii. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf

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

3. **Failure To Submit Required Documentation.**

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

4. **Shipping and Cost:**

Total cost must include CIF delivery to GWA's Ugum Water Treatment Facility located in Talafofo, Guam. Deliveries shall be made via flatbed truck or other means acceptable to GWA. If necessary, a forklift must be provided during deliveries by the successful vendor to unload the truck and place the chemicals at places at the Ugum facility designated by GWA staff. The contractor shall contact GWA's Procurement Division at least 72 hours in advance of each delivery to determine whether or not a forklift will need to be provided

5. **Delivery and Payment**

- a. The vendor will be responsible for all cost and all risks associated with the provision of these goods until delivery is made and the items are formally accepted by GWA. Formal acceptance under this bid shall not be deemed to be the mere delivery of the goods. Acceptance will only occur after delivery and inspection / testing is performed by GWA. Delivery time is 30 days from the date on the Notice to Proceed. GWA reserves the right to reject non-conforming goods at any time prior to use after the goods have been delivered.
- b. All goods shall be delivered CIF to GWA's Ugum Water Treatment Facility.
- c. The initial shipment shall be delivered to GWA within thirty days after the Notice to Proceed has been provided to the vendor. **A Material Safety Data Sheet (MSDS) must be provided with each delivery, regardless of amount. Aside from the initial delivery, all goods must be delivered within 5 businesses from the date the vendor is notified of the need for goods and the amount of goods required to be delivered.**
- d. Vendors must maintain at least a three (3) month supply of goods they are responsible for supplying on Guam at all times. Goods shall be stored in a manner to ensure that typhoons or other natural disasters do not make them unavailable to GWA when needed

since weather and natural disasters are exactly why the three (3) month supply is being required given the fact that water is a **necessary** element to ensuring public health.

- e. Please note that usage of the chemicals is **dependent** upon many factors, including time of year, weather, etc.

Payment for all goods delivered shall be net 30 following the date that an invoice for goods delivered to GWA has been provided to GWA and verified by GWA. Verification shall take no longer than 10 business days. Vendors may not bill GWA for the inventory stock required to be maintained hereunder.

6. Quality:

All items to be delivered under this bid shall be of high quality and be of U.S. manufacture and they shall at all times conform to the specifications set out under this bid.

GWA reserves the right to reject items based on failure to meet the standards set forth herein or based upon quality.

GWA reserves the right to request samples from each bidder to test independently. If bidders do not provide a sample for testing if such a request is made, the bidder may not be deemed to be a qualified bidder and as such their bid may be rejected.

7. Contract Term:

The lowest responsive and **responsible** bidder for the item above will enter into a **contract** on terms acceptable to GWA. **Form contracts from vendors shall not be used.** The contract term shall commence on the date of the vendor's **acknowledged** receipt of a formal Notice to Proceed from GWA. The initial term is for three (3) years for chemicals to be used by GWA to operate the Ugum Surface Water Treatment Facility in compliance with the Long Term 2 Enhanced Surface Water Treatment Rule of the Safe Drinking water Act during the operation of a membrane water treatment facility. GWA finds that a multi-year fixed price contract will ensure the best price in the long-term to hedge against fluctuating prices which tend to increase over time and to increase efficiency in operations by not having to proceed through the bid process annually. This contract may be extended out annually for a maximum period of two (2) years subject to the consent of both parties. In the third-year price adjustments may be made subject to the provision of verified cost and pricing data from the vendor.

- 8. These specifications have been written to describe minimum performance requirements to be supplied by the manufacturers bidding.
- 9. The successful bidder shall furnish all necessary information and instructions for the proper operation / completion of all requirements in bid specifications.

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

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

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NON-COLLUSION AFFIDAVIT

Guam)
)ss:
Tamuning)

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

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

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

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

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

So sayeth _____
(Declarant)

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

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

) Seal (

Notary Public

CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS

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

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

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

(Company Name)

(Title)

(Signature)

(Date)

MAJOR SHAREHOLDER DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM }
 }
 HAGATNA, GUAM }

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

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

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OF SHARES HOLD</u>

TOTAL NUMBER OF SHARES _____

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

<u>NAME</u>	<u>ADDRESS</u>	<u>AMOUNT OF COMMISSIONS, GRATUITY OR OTHER COMPENSATION</u>

Further, affiant sayeth naught.

Date: _____

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

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

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

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

KNOW ALL MEN BY THESE PRESENTS, that (bidder name) _____
_____ as Principal, herein after called the Principal and
(name of surety) _____
as duly admitted insurer under the laws of the Territory of Guam, as Surety, hereafter called the
Surety, are held and firmly bound unto the Guam Waterworks Authority for the sum
of _____ Dollars
(\$ _____), for payment of which sum will and truly to be made, the said Principal and the
said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally firmly by these presents:

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

NOW, THEREFORE, if the Guam Waterworks Authority shall accept the bid and the Principal
shall not withdraw said bid within one hundred twenty (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 (Bidder) 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 Bidder
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 Bidder 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 Bidder under the Contract and any amendments thereto, less the amount properly paid by the Authority to Bidder. 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 Bidder or with a sub-bidder of the Bidder 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 Bidder 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 Bidder, shall have given written notice to any two (2) of the following entities named below:
 - (a) the Bidder; (b) the Guam Waterworks Authority, or (c) the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage

prepaid, in an envelope addressed to the Bidder at any place the principal maintains an office or conducts its business.

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

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

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

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

IN THE PRESENCE OF:

(Note: If the Principals are Partners, each must execute the Bond)

(WITNESS)

(BIDDER) (SEAL)

(TITLE)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

EXHIBIT B



GUAM WATERWORKS AUTHORITY

“Better Water. Better Lives.”

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

MEMORANDUM

TO: General Manager
VIA: Supply Management Administrator
SUBJECT: Invitation to Bid No. GWA 2019-05
Ref: Liquid Chlorine
FROM: Evaluation Committee Members
REF: Recommendation of Award
DATE: April 23, 2019

Invitation for Bid No: GWA 2019-05 was officially announced and advertised in the Pacific Daily News, Guam Daily Post and Guam Waterworks Authority Website on February 27, 2019 and open as scheduled on April 17, 2019 @ 10:00am Five (5) prospective bidders expressed their interests by acknowledging receipt of the bid package thru GWA's website.

Bidders Register:

1. M.D. Wholesale
2. Deltek
3. Island Equipment Company
4. Innovative Water Care
5. Martech Services, Inc.

Of the Five (5) One (1) submitted their bid package, namely:

- Island Equipment Company

An evaluation committee was formally assembled and met on April 22, 2019 @ 10:30 am in GPWA conference room 1st floor to review/discuss and evaluate the bid.

Upon further clarifications the committee members completed the evaluation process and have determined 'Island Equipment Company have been deemed a responsive bidder and respectfully submitted their bid proposal and is recommend to be awarded based on the lowest cost given on each line item below as follows:

I. BID ITEM(s)

<u>Item No</u>	<u>Description</u>	<u>Min Qty</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1.0	Liquid Chlorine 150 lb. Cylinders	1,260 each	<u>\$618.00</u>	<u>\$778,680.00</u>
2.0	Liquid Chlorine One (1) Ton	12 each	<u>\$6,097.78</u>	<u>\$73,173.36</u>
Grand Total \$				<u>\$851,853.36</u>

BIDDING ON:

MFG: Chemtrade Electrochem, Inc.

Brand: Chemtrade

Place of Origin: North Vancouver (BC Source)

Date of Delivery: 30-35 days ARO
After Receipt of Purchase Order

After a thorough evaluation the committee members agreed and accepts the bid offer from 'Island Equipment and have been determined complied with all specifications and requirements set forth in the IFB.

SUMMARY:

Shipping and Cost:

Total cost must include CIF delivery to GWA's Ugum Water Treatment Facility located in Talafofo, Guam. Deliveries shall be made via flatbed truck or other means acceptable to GWA. If necessary, a forklift must be provided during deliveries by the successful vendor to unload the truck and place the chemicals at places at the Ugum facility designated by GWA staff. The contractor shall contact GWA's Procurement Division at least 72 hours in advance of each delivery to determine whether or not a forklift will need to be provided

Delivery and Payment

- a. The vendor will be responsible for all cost and all risks associated with the provision of these goods until delivery is made and the items are formally accepted by GWA. Formal acceptance under this bid shall not be deemed to be the mere delivery of the goods. Acceptance will only occur after delivery and inspection / testing is performed by GWA. Delivery time is 30 days from the date on the Notice to Proceed. GWA reserves the right to reject non-conforming goods at any time prior to use after the goods have been delivered.
- b. All goods shall be delivered CIF to GWA's Ugum Water Treatment Facility.
- c. The initial shipment shall be delivered to GWA within thirty days after the Notice to Proceed has been provided to the vendor. A Material Safety Data Sheet (MSDS) must be provided with each delivery, regardless of amount. Aside from the initial delivery, all goods must be delivered within 5 businesses from the date the vendor is notified of the need for goods and the amount of goods required to be delivered.
- d. Vendors must maintain at least a three (3) month supply of goods they are responsible for supplying on Guam at all times. Goods shall be stored in a manner to ensure that typhoons or other natural disasters do not make them unavailable to GWA when needed since weather and natural disasters are exactly why the three (3) month supply is being required given the fact that water is a necessary element to ensuring public health.
- e. Please note that usage of the chemicals is dependent upon many factors, including time of year, weather, etc.

Payment for all goods delivered shall be net 30 following the date that an invoice for goods delivered to GWA has been provided to GWA and verified by GWA. Verification shall take no longer than 10 business days. Vendors may not bill GWA for the inventory stock required to be maintained hereunder.

Contract Term:

The lowest responsive and responsible bidder for the item above will enter into a contract on terms acceptable to GWA. **Form contracts from vendors shall not be used.** The contract term shall commence on the date of the vendor's acknowledged receipt of a formal Notice to Proceed from GWA. **The initial term is for three (3) years** for chemicals to be used by GWA to operate the Ugum Surface Water Treatment Facility in compliance with the Long Term 2 Enhanced Surface Water Treatment Rule of the Safe Drinking water Act during the operation of a membrane water treatment facility. GWA finds that a multi-year fixed price contract will ensure the best price in the long-term to hedge against fluctuating prices which tend to increase over time and to increase efficiency in operations by not having to proceed through the bid process annually. This contract may be extended out annually for a maximum period of two (2) years subject to the consent of both parties. In the third-year price adjustments may be made subject to the provision of verified cost and pricing data from the vendor.

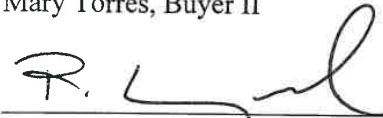
NOTE: Subject to CCU's approval.

Concurred and accepted by the committee members:

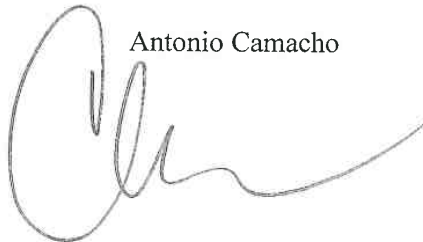

Paul Kemp, AGM Compliance and Safety


Ron Topasna, Operations and Maintenance Manager Water Productions


Mary Torres, Buyer II


Roland Lumongsud, Buyer II

Your approval is greatly appreciated.


Antonio Camacho

Reviewed by legal: _____

In consideration of the foregoing, please indicate your approval of this recommendation by your signature below.

☒ CONCURRED ☐ UNCONCURRED



VINCENT ED. GUERRERO, SMA

☒ APPROVED ☐ DISAPPROVED



MIGUEL C. BORDALLO, P.E. GENERAL MANAGER

REF: IFB 2019-05 Liquid Chlorine



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

NOTICE OF CONDITIONAL AWARD

Date: April 24, 2019

Island Equipment Company.
151 West Harmon Industrial Park Road, Unit A.
Tamuning Guam 96913
Phone- #671-646-5261
Fax- #671-646-5268

Re: Invitation for Bid Number: GWA IFB-2019-05
For: Island Equipment Company

Hafa Adai Ms. Bing Mejia,

The Guam Waterworks Authority ("GWA") has considered the bid submitted by Island Equipment Company, for the above described reference in response to its Advertisement for Bids dated February 27, 2019 you are hereby notified of your bid offer on Item Number (s) 1.0, 2.0 been accepted by GWA. Please be advised that you must now deliver all other documents required by the bid, including, but not limited to:

- Proof of Insurance: (if applicable/required part of the bid requirements.)
- Performance and Payment Bond: (if applicable/required part of the bid requirements.)

(Which must remain in full force and effect until all performance has ended, which includes all warranty periods).

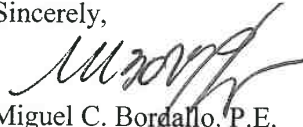
You are also advised that any obligation incurred by your firm prior to execution of the contract is entirely at your own risk and GWA shall have no obligation to reimburse costs incurred prior to execution of the contract.

Please note this Notice of Award is conditional on obtaining the approval of the Guam Consolidated Commission on Utilities for any award over \$750,000 and the approval of the Guam Public Utilities Commission where the total value over the life of the contract could exceed \$1M. Also, award is conditional upon providing any documents such as proof of licensure, proof of insurance or other documents required to be submitted to GWA under the Bid or Guam law.

/

You are required to return an acknowledged copy of this Conditional Notice of Award to GWA Procurement Office.

Sincerely,


Miguel C. Bordallo, P.E.
General Manager

ACCEPTANCE OF CONDITIONAL NOTICE OF AWARD

Receipt of the above Notice of Conditional Award for GWA IFB No. GWA 2019-05 is hereby acknowledged

By: _____ Title: _____
Signature (Please Print)

Dated this ____ day of _____, 2019.

***** END OF CONDITIONAL NOTICE OF AWARD *****



GUAM WATERWORKS AUTHORITY

"Better Water, Better Lives."

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

Tel: (671) 300-6846

Issues for Decision

Resolution No. 32-FY2019

Relative to the Ratification of Expenditures for Track Me Guam LLC.

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

There is an ongoing need to maintain the fleet and fuel management software services which were provided under a previous Memorandum of Understanding, and GPA-led procurement for such services. The original contract for these services expired in January 2018, and GWA procured additional services for system access & data communication, also referred to as on-board vehicle diagnostics and GPS tracking, for proprietary fleet management devices already installed in active GWA Vehicles under a separate sole-source procurement.

An open competitive procurement is in process for fleet and fuel management services for GWA vehicles and is anticipated to be awarded shortly. However, the recurring monthly service charges prior to the issuance of the existing sole-source procurement were unauthorized, and GWA Management is requesting ratification of the existing procurement so that payment can be made.

Where is the location?

The service has been provided for active GWA fleet vehicles in which the proprietary fleet management devices have already been installed and are used island-wide (Tracking Services).

How much will it cost?

The amount GWA Management is seeking for ratification is \$24,640.00

When will it be completed?

This contract is on-going through FY2019.

What is the funding source?

Revenue funded.

The RFP/BID responses (if applicable):

N/A.



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

RESOLUTION NO. 32-FY2019

**RELATIVE TO AUTHORIZING THE RATIFICATION OF EXPENDITURES FOR
TRACK ME GUAM, LLC.**

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 Consolidated Commission on Utilities under Section 5452 of Title 5 of the Guam Code Annotated has the authority to ratify the procurement of goods and services if there is no indication that the company who was awarded the procurement acted in bad faith and there is a finding that the procurement is for GWA’s use and is in the best interest of the Territory of Guam; and

WHEREAS, GWA originally obtained the services through a GPA-led procurement, and a Memorandum of Understanding between GPA and GWA for fleet and fuel management software services; and

WHEREAS, after the expiration of this original contract, GWA issued purchase order no. 301506-000 for fleet and fuel management software services through a Sole Source Procurement (Exhibit A) to Track Me Guam, LLC for system access & data communication, also referred to as on-board vehicle diagnostics and GPS tracking, for proprietary fleet management devices already installed in active GWA fleet vehicles; and

WHEREAS, throughout the course of the service period, GWA exhausted the funds under purchase order no. 301506-000 and on March 21, 2019 a new purchase order request, (no. 303483-000), was prepared, but not initiated, processed or released in a timely manner. (Exhibit B); and

WHEREAS, GWA has received services from Track Me Guam, LLC in excess of the authorized Purchase Order value, as shown in the invoices for the recurring monthly charges (Exhibit C), in the amount of Twenty-Four Thousand Six Hundred Forty Dollars (\$24,640.00); and

WHEREAS, GWA Management is requesting ratification by the CCU for expenditures for the monthly recurring charges for system access & data communication of the proprietary fleet management devices installed in active GWA fleet vehicles in the amount of Twenty-Four Thousand Six Hundred Forty Dollars (\$24,640.00) and

WHEREAS, the CCU hereby recognizes GWA's obligation to remit for services by Track Me Guam LLC, provided in good faith and also approves, authorizes and ratifies the expenditures.

NOW BE IT THEREFORE RESOLVED; the Consolidated Commission on Utilities does hereby approve the following:

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

Section 2. The Consolidated Commission on Utilities hereby ratifies the payment to Track Me Guam LLC, in the amount not to exceed Twenty-Four Thousand Six Hundred Forty Dollars (\$24,640.00) (Exhibit C) on the following grounds:

- a. There was no indication of bad faith or fraud in any of the procurements contained herein.
- b. According to GWA management, the services is required to ensure the ongoing need to maintain the existing tracking services conducted by Track Me Guam LLC.
- c. All of the procurements herein are in the best interest of the Territory of Guam and the Guam Waterworks Authority.

1 **Section 3.** This Resolution is hereby determined to be a declaration of official intent of
2 the Consolidated Commission on Utilities

3 **Section 4.** All actions heretofore taken by the GWA or the officers thereof or on their
4 behalf not inconsistent herewith related to these purchases are hereby ratified, approved and
5 confirmed.

6 **Section 5.** Based on the foregoing, the CCU authorizes GWA management to pay the
7 amount owed between GWA and Track Me Guam LLC, for the monthly recurring charges for
8 system access & data communication for proprietary fleet management devices installed in
9 active GWA fleet vehicles in the amount of Twenty-Four Thousand Six Hundred Forty Dollars
10 (\$24,640.00).

11
12 **RESOLVED,** that the Chairman certified and the Board Secretary attests to the
13 adoption of this Resolution.

14
15 **DULY AND REGULARLY ADOPTED,** this 28th day of May, 2019.

16
17 Certified by:

17 Attested by:

18
19 _____
20 **JOSEPH T. DUENAS**
21 Chairperson

19 _____
20 **MICHAEL T. LIMTIACO**
21 Secretary

22 ///

23
24 ///

25
26 ///

27
28 ///

29
30 ///

SECRETARY'S CERTIFICATE

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

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

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

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GUAM WATERWORKS AUTHORITY

"Better Water. Better Lives."

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

TO: Miguel C. Bordallo, P.E., General Manager

CC: Vince Guerrero, SMA

FROM: Nicolas Cabo, Buyer


SUBJECT: Sole Source Determination

MAK 28 2010



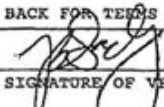
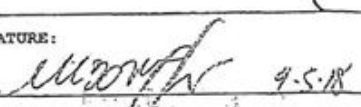
RE: Sole Source Justification for maintenance services for Track Me Guam LLC under 2
G.A.R. 3111


The Guam Waterworks Authority has been doing business with Track Me Guam LLC since June 23, 2009 thru a MEMORANDUM OF UNDERSTANDING, between GWA and GPA in reference to IFB No. GPA-006-15 for Fleet and Fuel Management Software Services which expired on January 2018. This service provided Fleet Management GPS for a number of GWA vehicles. At the time of the initial procurement, Track Me Guam LLC was the Sole and Exclusive distributor to install, perform repairs and support services for vehicle tracking device for E-Drive Technology LTD on island and remains so to this day. Presently, Track Me Guam is providing maintenance services to GWA's existing vehicle fleet (estimated 125) and it has been highly recommended by GWA fleet management that Track Me Guam continue providing these services. GWA has determined and confirmed that no other tracking device product is compatible with E-Drive Technology (corporate number 511295131) system setup, which is solely supported by Track Me Guam. Based upon the forgoing justification, GWA specifically finds it in the best interest of the authority and the Territory of Guam will be best served by granting award to Track Me Guam LLC on the basis of Sole Source as determined.

Concurred by:


Miguel C. Bordallo, P.E., GWA General Manager

Cc: Procurement file

 GUAM WATERWORKS AUTHORITY 1 : Page 6852: n/g 03/29/18, Date FOB GWA, P.O.B.	PURCHASE ORDER GUAM WATERWORKS AUTHORITY P.O. Box 3010, Hagatna, Guam 96932 PHONE: (671) 647-7818 FAX: (671) 649-3750	No. 301506-000 OP THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, E/L CORRESPONDENCE, ETC. Payment Terms: Net 30 Days
VENDOR: TRACK ME GUAM, LLC DBA TRACKME] GUAM 107 E. HARMON INDUSTRIAL P UNIT B TAMUNING GU 96913 AUTHORITY PL 16-124 / PL 21-148		SHIP TO: GUAM WATERWORKS AUTHORITY 578 N. Marine Corps. Dr. ATTENTION: P & S WAREHOUSE Tamuning GU 96913
IFB / REFERENCE		TIME FOR DELIVERY EXPIRATION 09/30/2018
ARTICLES OR SERVICES		QTY UNIT UNIT PRICE AMOUNT
CONDITIONS: 2GARS Sole Source Procurement REQUESTED BY: PAUL LUJAN / VINCE P. AUTHORIZED PERSONNEL: PAUL LUJAN/PETER BORJA/ERIC HALMI BUSINESS UNIT: 6852 G/L ACCOUNT NO: 6852.950.35022 FUNDING SOURCE (REVENUE FUNDED) OQ# 31017 OR# 31206 BUYER: NICOLAS CABO #1008 * IMPORTANT NOTICE TO VENDORS " All invoices must indicate P.O. Number for payment " All invoices must indicate on the invoice the Employee's " Name, Badge Number that must be signed and printed clearly " Submit signed and dated P.O. acknowledgement with invoice " GWA will not be liable for any unauthorized services that are not listed in the Purchase Order - only the services listed on the Purchase Order will be paid by GWA. " Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. * SPECIFICATIONS (ARTICLES OR SERVICES): AGREEMENT TO COVER THE COST FOR MONTHLY RECURRING CHARGES FOR DEVICES THAT ARE INSTALLED IN GWA'S FLEET FOR A TWELVE (12) MONTH PERIOD. * AN ESTIMATED OF 125 GWA VEHICLES TO BE SERVICED. *		
MAINTENANCE SERVICE		MO .00 MO 63,000.00
Funds Certification:  Greg Cruz, CFO		
NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"		
SPECIAL INSTRUCTIONS TO VENDOR: Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above. Payment upon receipt of merchandise in Guam in good condition. SEE BACK FOR TERMS AND CONDITIONS		TOTAL \$ 63,000.00
ACKNOWLEDGED BY:  DATE: 4/9/18 SIGNATURE OF VENDOR RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS		DO NOT FILL THIS ORDER if your total cost exceeds this total. >> SIGNATURE:  Miguel C. Bordallo, P.E. General Manager NAME TITLE



 GUAM WATERWORKS AUTHORITY 1 : Page 6852, B/U 03/21/19, Date FOB GWA, F.O.B.	PURCHASE ORDER GUAM WATERWORKS AUTHORITY P.O. Box 3010, Hagatna, Guam 96932 PHONE: (671) 300-6026 FAX: (671) 649-3750	No. 303483-000 OP THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC. Payment Terms: Net 30 Days
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VENDOR:


SHIP TO:

TRACK ME GUAM, LLC DBA: TRACKME] GUAM 107 E. HARMON INDUSTRIAL P SUITE 201 TAMUNING GU 96913 AUTHORITY PL 16-124 / PL 21-148	GUAM WATERWORKS AUTHORITY 578 N. Marine Corps. Dr. ATTENTION: P & S WAREHOUSE Tamuning GU 96913
IFB / REFERENCE	TIME FOR DELIVERY
EXPIRATION 09/30/2019	

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
*** SERVICES DESCRIPTION: * MONTHLY RECURRING CHARGES FOR EXISTING DEVICES INSTALLED IN GWA FLEET VEHICLES. * *** SPECIFICATIONS (ARTICLES OR SERVICES): SERVICES AGREEMENT TO COVER COST FOR MONTHLY RECURRING CHARGES FOR EXISTING DEVICES THAT ARE INSTALLED IN GWA'S FLEET FOR TWELVE (12) MONTH PERIOD. ** NOTE: AN ESTIMATED OF 126 GWA VEHICLES TO BE SERVICED CONDITIONS: 2GAR\$ Sole Source Procurement REQUESTED BY: Paul Lujan AUTHORIZED PERSONNEL: Vincent P./Paul L./Eric Halmi BUSINESS UNIT: 6853 G/L ACCOUNT NO: 6852.950 .35022 FUNDING SOURCE (REVENUE FUNDED) OQ# 33701 OR# 33390 BUYER: NICOLAS CABO #1008 * IMPORTANT NOTICE TO VENDORS " All invoices must indicate P.O. Number for payment " All invoices must indicate on the invoice the Employee's " Name, Badge Number that must be signed and printed clearly " Submit signed and dated P.O. acknowledgement with invoice " GWA will not be liable for any unauthorized services that are not listed in the Purchase Order - only the services listed on the Purchase Order will be paid by GWA. " Only the authorized names listed on the Purchase Order are allowed to transact. Unauthorized person(s) will not be honored by GWA. * LIQUIDATED DAMAGES: In the event Vendor fails to deliver the Goods/Services in Accordance with Gaum Waterworks Authority requirements NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"				

SPECIAL INSTRUCTIONS TO VENDOR: Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above. Payment upon receipt of merchandise in Guam in good condition. SEE BACK FOR TERMS AND CONDITIONS	DO NOT FILL THIS ORDER if your total cost exceeds this total. >>	TOTAL \$
ACKNOWLEDGED BY:  DATE: 4-10-19 SIGNATURE OF VENDOR	SIGNATURE:  Miguel C. Bordallo, P.E. General Manager NAME	

RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

 GUAM WATERWORKS AUTHORITY 2 : Page 6852, n/u 03/21/19, Date FOB GWA, r.o.b.	PURCHASE ORDER GUAM WATERWORKS AUTHORITY P.O. Box 3010, Hagatna, Guam 96932 PHONE: (671) 300-6026 FAX: (671) 649-3750		No. 303483-000 OP
	THIS PURCHASE ORDER MUST APPEAR ON ALL INVOICES PACKING SLIPS, PACKAGES, B/L CORRESPONDENCE, ETC.		Payment Terms: Net 30 Days

VENDOR:

SHIP TO:

TRACK ME GUAM, LLC DBA: TRACKME] GUAM 107 E. HARMON INDUSTRIAL P SUITE 201 TAMUNING GU 96913 AUTHORITY PL 16-124 / PL 21-148		GUAM WATERWORKS AUTHORITY 578 N. Marine Corps. Dr. ATTENTION: P & S WAREHOUSE Tamuning GU 96913	
IFB / REFERENCE		TIME FOR DELIVERY	EXPIRATION 09/30/2019

ARTICLES OR SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
and by the delivery date(s) specified therein, Vendor shall be liable to GWA for liquidated damages in accordance with the provisions of this clause and the amount of such liquidated damages shall be calculated in accordance with the Guam Procurement Regulations, 2 GAR Div.4 §6101(9) Liquidated Damages. *				
MONTHLY RECURRING CHARGES		EA	.00	EA 70,000.00
SOLE SOURCE PROCUREMENT				


 Gilda M. Mafnas, Acting CFO
 

NOTE: "SUBJECT TO THE GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS"

SPECIAL INSTRUCTIONS TO VENDOR:

Send certified original and three (3) copies of invoice to Guam Waterworks Authority, Government of Guam, at the address shown above.

Payment upon receipt of merchandise in Guam in good condition.

SEE BACK FOR TERMS AND CONDITIONS

 ACKNOWLEDGED BY:  DATE: 4-10-19
 SIGNATURE OF VENDOR

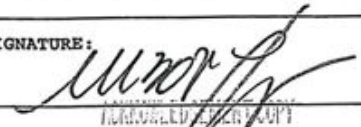
RETURN TO PROCUREMENT DIVISION AT THE ABOVE ADDRESS

 DO NOT FILL THIS ORDER
 if your total cost exceeds this total. >>

TOTAL

\$ 70,000.00

SIGNATURE:


 Miguel C. Bordallo, P.E. General Manager

NAME

TITLE



TRACK ME GUAM, LLC
 107 E. HARMON INDUSTRIAL PARK RD.
 SUITE 201, TAMUNING, GUAM 96913
 TEL: 671-649-6347/8 | FAX: 671-649-6346
 EMAIL: acct@trackmeguam.com

Invoice

Date	Invoice #
11/1/2018	18-0833

Bill To

Guam Waterworks Authority
 P.O. Box 3010
 Hagatna, GU 96932

Terms	Due Date
Net 30	12/1/2018

P.O. No.	Month Charges Apply To
	OCTOBER 2018

Veh. Cnt.	Charges Are For	Fee Rate/Veh.	Amount
102	Monthly Recurring Charge for System Access & Data Communication for Fleet Management Devices Installed in ACTIVE GWA VEHICLES	35.00	3,570.00

*****BASED ON ACTIVE VEHICLE LISTING*****

PLEASE PRINT NAME, SIGN, DATE & FAX BACK TO 649-6346 THAT YOU
 HAVE RECEIVED THIS INVOICE

Total	\$3,570.00
Payments/Credits	\$0.00

PRINT NAME

SIGNATURE

DATE

Balance Due	\$3,570.00
--------------------	-------------------

Monthly Recurring Charges must be paid on or before the 5th of every month. A late fee of \$10 shall be applied for unpaid invoices with an aging date of 10 days.

If invoices are 30 days past due, accounts will be temporarily de-activated until payment is received. To re-activate account, a \$35.00 re-activation fee will be charged and accounts must be made current.

Should you have any questions regarding this policy please contact TrackMe! Guam Administrators at (671) 649-6348, or thru email support@trackmeguam.com.

PRICES ARE ALSO INDICATED ON TRACKME! GUAM SCHEDULE OF FEES & CHARGES, AND ADDITIONAL SERVICES



TRACK ME GUAM, LLC
 107 E. HARMON INDUSTRIAL PARK RD.
 SUITE 201, TAMUNING, GUAM 96913
 TEL: 671-649-6347/8 | FAX: 671-649-6346
 EMAIL: acct@trackmeguam.com

Invoice

Date	Invoice #
12/3/2018	18-0913

Bill To

Guam Waterworks Authority
 P.O. Box 3010
 Hagatna, GU 96932

Terms	Due Date
Net 30	1/2/2019

P.O. No.	Month Charges Apply To
	NOVEMBER 2018

Veh. Cnt.	Charges Are For	Fee Rate/Veh.	Amount
101	Monthly Recurring Charge for System Access & Data Communication for Fleet Management Devices Installed in ACTIVE GWA VEHICLES	35.00	3,535.00
*****BASED ON ACTIVE VEHICLE LISTING*****			

PLEASE PRINT NAME, SIGN, DATE & FAX BACK TO 649-6346 THAT YOU
 HAVE RECEIVED THIS INVOICE

Total	\$3,535.00
Payments/Credits	\$0.00

PRINT NAME

SIGNATURE

DATE

Balance Due	\$3,535.00
--------------------	-------------------

Monthly Recurring Charges must be paid on or before the 5th of every month. A late fee of \$10 shall be applied for unpaid invoices with an aging date of 10 days.

If invoices are 30 days past due, accounts will be temporarily de-activated until payment is received. To re-activate account, a \$35.00 re-activation fee will be charged and accounts must be made current.

Should you have any questions regarding this policy please contact TrackMe! Guam Administrators at (671) 649-6348, or thru email support@trackmeguam.com.

PRICES ARE ALSO INDICATED ON TRACKME! GUAM SCHEDULE OF FEES & CHARGES, AND ADDITIONAL SERVICES



TRACK ME GUAM, LLC
 107 E. HARMON INDUSTRIAL PARK RD.
 SUITE 201, TAMUNING, GUAM 96913
 TEL: 671-649-6347/8 | FAX: 671-649-6346
 EMAIL: acct@trackmeguam.com

Invoice

Date	Invoice #
1/3/2019	19-0007

Bill To

Guam Waterworks Authority
 P.O. Box 3010
 Hagatna, GU 96932

Terms	Due Date
Net 30	2/2/2019

P.O. No.	Month Charges Apply To
	DECEMBER 2018

Veh. Cnt.	Charges Are For	Fee Rate/Veh.	Amount
104	Monthly Recurring Charge for System Access & Data Communication for Fleet Management Devices Installed in ACTIVE GWA VEHICLES	35.00	3,640.00

*****BASED ON ACTIVE VEHICLE LISTING*****

PLEASE PRINT NAME, SIGN, DATE & FAX BACK TO 649-6346 THAT YOU
 HAVE RECEIVED THIS INVOICE

Total	\$3,640.00
Payments/Credits	\$0.00

PRINT NAME

SIGNATURE

DATE

Balance Due	\$3,640.00
--------------------	-------------------

Monthly Recurring Charges must be paid on or before the 5th of every month. A late fee of \$10 shall be applied for unpaid invoices with an aging date of 10 days.

If invoices are 30 days past due, accounts will be temporarily de-activated until payment is received. To re-activate account, a \$35.00 re-activation fee will be charged and accounts must be made current.

Should you have any questions regarding this policy please contact TrackMe! Guam Administrators at (671) 649-6348, or thru email support@trackmeguam.com.

PRICES ARE ALSO INDICATED ON TRACKME! GUAM SCHEDULE OF FEES & CHARGES, AND ADDITIONAL SERVICES



TRACK ME GUAM, LLC
 107 E. HARMON INDUSTRIAL PARK RD.
 SUITE 201, TAMUNING, GUAM 96913
 TEL: 671-649-6347/8 | FAX: 671-649-6346
 EMAIL: acct@trackmeguam.com

Invoice

Date	Invoice #
2/1/2019	19-0146

Bill To

Guam Waterworks Authority
 P.O. Box 3010
 Hagatna, GU 96932

Terms	Due Date
Net 30	3/3/2019

P.O. No.	Month Charges Apply To
	JANUARY 2019

Veh. Cnt.	Charges Are For	Fee Rate/Veh.	Amount
101	Monthly Recurring Charge for System Access & Data Communication for Fleet Management Devices Installed in ACTIVE GWA VEHICLES	35.00	3,535.00

*****BASED ON ACTIVE VEHICLE LISTING*****

PLEASE PRINT NAME, SIGN, DATE & FAX BACK TO 649-6346 THAT YOU
 HAVE RECEIVED THIS INVOICE

Total	\$3,535.00
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Payments/Credits	\$0.00
------------------	--------

PRINT NAME

SIGNATURE

DATE

Balance Due	\$3,535.00
--------------------	-------------------

Monthly Recurring Charges must be paid on or before the 5th of every month. A late fee of \$10 shall be applied for unpaid invoices with an aging date of 10 days.

If invoices are 30 days past due, accounts will be temporarily de-activated until payment is received. To re-activate account, a \$35.00 re-activation fee will be charged and accounts must be made current.

Should you have any questions regarding this policy please contact TrackMe! Guam Administrators at (671) 649-6348, or thru email support@trackmeguam.com.

PRICES ARE ALSO INDICATED ON TRACKME! GUAM SCHEDULE OF FEES & CHARGES, AND ADDITIONAL SERVICES



TRACK ME GUAM, LLC
 107 E. HARMON INDUSTRIAL PARK RD.
 SUITE 201, TAMUNING, GUAM 96913
 TEL: 671-649-6347/8 | FAX: 671-649-6346
 EMAIL: acct@trackmeguam.com

Invoice

Date	Invoice #
3/1/2019	19-0230

Bill To

Guam Waterworks Authority
 P.O. Box 3010
 Hagatna, GU 96932

Terms	Due Date
Net 30	3/31/2019

P.O. No.	Month Charges Apply To
	FEBRUARY 2019

Veh. Cnt.	Charges Are For	Fee Rate/Veh.	Amount
98	Monthly Recurring Charge for System Access & Data Communication for Fleet Management Devices Installed in ACTIVE GWA VEHICLES	35.00	3,430.00

*****BASED ON ACTIVE VEHICLE LISTING*****

PLEASE PRINT NAME, SIGN, DATE & FAX BACK TO 649-6346 THAT YOU
 HAVE RECEIVED THIS INVOICE

Total	\$3,430.00
Payments/Credits	\$0.00

PRINT NAME

SIGNATURE

DATE

Balance Due	\$3,430.00
--------------------	-------------------

Monthly Recurring Charges must be paid on or before the 5th of every month. A late fee of \$10 shall be applied for unpaid invoices with an aging date of 10 days.

If invoices are 30 days past due, accounts will be temporarily de-activated until payment is received. To re-activate account, a \$35.00 re-activation fee will be charged and accounts must be made current.

Should you have any questions regarding this policy please contact TrackMe! Guam Administrators at (671) 649-6348, or thru email support@trackmeguam.com.

PRICES ARE ALSO INDICATED ON TRACKME! GUAM SCHEDULE OF FEES & CHARGES, AND ADDITIONAL SERVICES



TRACK ME GUAM, LLC
 107 E. HARMON INDUSTRIAL PARK RD.
 SUITE 201, TAMUNING, GUAM 96913
 TEL: 671-649-6347/8 | FAX: 671-649-6346
 EMAIL: acct@trackmeguam.com

Invoice

Date	Invoice #
4/4/2019	19-0306

Bill To

Guam Waterworks Authority
 P.O. Box 3010
 Hagatna, GU 96932

Terms	Due Date
Net 30	5/4/2019

P.O. No.	Month Charges Apply To
	MARCH 2019

Veh. Cnt.	Charges Are For	Fee Rate/Veh.	Amount
98	Monthly Recurring Charge for System Access & Data Communication for Fleet Management Devices Installed in ACTIVE GWA VEHICLES	35.00	3,430.00
*****BASED ON ACTIVE VEHICLE LISTING*****			

PLEASE PRINT NAME, SIGN, DATE & FAX BACK TO 649-6346 THAT YOU
 HAVE RECEIVED THIS INVOICE

Total	\$3,430.00
Payments/Credits	\$0.00

PRINT NAME

SIGNATURE

DATE

Balance Due	\$3,430.00
--------------------	-------------------

Monthly Recurring Charges must be paid on or before the 5th of every month. A late fee of \$10 shall be applied for unpaid invoices with an aging date of 10 days.

If invoices are 30 days past due, accounts will be temporarily de-activated until payment is received. To re-activate account, a \$35.00 re-activation fee will be charged and accounts must be made current.

Should you have any questions regarding this policy please contact TrackMe! Guam Administrators at (671) 649-6348, or thru email support@trackmeguam.com.

PRICES ARE ALSO INDICATED ON TRACKME! GUAM SCHEDULE OF FEES & CHARGES, AND ADDITIONAL SERVICES



TRACK ME GUAM, LLC
107 E. HARMON INDUSTRIAL PARK RD.
SUITE 201, TAMuning, GUAM 96813
TEL: 671-648-6347 | FAX: 671-648-6348
EMAIL: info@trackme-guam.com

ORIGINAL

Invoice

Date	Invoice #
4-10-2019	19-0310

Bill To

Guam Waterworks Authority
P.O. Box 3010
Hagatna, GU 96832

Form #	Due Date
Net 30	5/10/2019

P.O. No.	Month Charges Apply To
	APRIL 2019

Veh. Cnt.	Charges Are For	Fee Rate/Veh.	Amount
100	Monthly Recurring Charge for System Access & Data Communication for Fleet Management Devices Installed in ACTIVE GWA VEHICLES	35.00	3,500.00
BASED ON ACTIVE VEHICLE LISTING			

PLEASE PRINT NAME, SIGN, DATE & FAX BACK TO 648-6348 THAT YOU HAVE RECEIVED THIS INVOICE

Total	\$3,500.00
Payments/Credits	\$0.00
Balance Due	\$3,500.00

ERIC HARMY

PRINT NAME

ERIC HARMY 949

SIGNATURE

4-10-19

DATE

Monthly Recurring Charges must be paid on or before the 10th of every month. A late fee of \$10 shall be applied for unpaid invoices with an aging date of 10 days.
If invoices are 30 days past due, accounts will be temporarily de-activated until payment is received. To re-activate account, a \$25.00 re-activation fee will be charged and accounts must be made current.
Should you have any questions regarding this policy please call Track Me Guam Administrators at (671) 648-6348, or thru email support@trackme-guam.com.



GUAM WATERWORKS AUTHORITY

"Better Water, Better Lives."

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

Tel: (671) 300-6846

Issues for Decision

Resolution No. 33-FY2019

Relative to Approval of the One (1) Year Extension of the Indefinite Quantity Contract with Badger Meter Inc. for the purchase of additional water meters of various sizes and accessories.

What is the projects objective and is it necessary and urgent?

The objective is to exercise the available one (1) year option period under the existing contract to authorize the purchase of additional water meters that are needed for meter replacements and to insure there is adequate stock available to meet the requirements of the 2011 Court Order and new service applications.

GWA management is seeking CCU approval to exercise the one (1) year extension of the indefinite quantity contract with Badger Meter Inc. and for additional purchases under that contract extension. Price adjustments allowable under the terms of the contract have been proposed by Badger Meter and have been found to be reasonable by management. The project is necessary to keep sufficient meters and accessories in stock for operational needs, and for the on-going meter replacement program.

Where is it at?

The meters will be used to replace old and/or install new meters throughout GWA's systems.

How much will it cost?

Additional meter purchases are estimated to cost up to One Million Five Hundred Fifty-Nine Thousand Eight Hundred Eighty-Three and Nineteen Cents (\$1,559,883.19) which brings the total authorized funding to Five Million Three Hundred Seventy Thousand Five Hundred Eighty-Eight Dollars and Twenty-Eight Cents (\$5,370,588.28) under IFB 2015-13. GWA Management is still negotiating with Badger Meter Inc. for cost adjustments related to meters management believes should be replaced under warranty, and as such, the additional costs estimated do not reflect anticipated credit adjustments.

When will it be completed?

The contract term is from February 23, 2019 through February 23, 2020.

What is the funding source?

The source of the funding for the purchase of additional water meters will come from Internally Funded Capital Improvement Projects and any other appropriate funds identified by finance.



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

RESOLUTION NO. 33-FY2019

RELATIVE TO APPROVAL OF THE ONE (1) YEAR EXTENSION OF THE INDEFINITE QUANTITY CONTRACT WITH BADGER METER INC FOR THE ADDITIONAL PURCHASE OF WATER METERS OF VARIOUS SIZES AND ACCESSORIES.

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

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

WHEREAS, in order to support fulfilling Court Order requirements for meter replacements and provide for maintaining an adequate inventory, GWA advertised an Invitation for Bid (IFB) 2015-13 soliciting proposals from experienced and responsive bidders to provide water meters to replenish Guam Waterworks Authority stock as needed for water meter change outs and new installations; and

WHEREAS, out of fifteen (15) bidders expressing interest, there were two (2) responsive and responsible bidders who offered water meters of various sizes and accessories meeting the requirements of IFB 2015-13; and

WHEREAS, the IFB 2015-13 offers were evaluated by GWA’s review committee; and

WHEREAS, GWA’s review committee reviewed the proposals for IFB 2015-13 and determined that the offer for “All or None Bid for water meters of various sizes and accessories” with an estimated amount of Four Hundred Twenty-Seven Thousand Five Hundred Forty Dollars and Two Cents (427,540.02) over a three (3) year contract term, made

1 by Badger Meter Inc. ("Badger") was fair and reasonable and recommended Badger Meter Inc.
2 be awarded the contract (see Res. No. 24-FY2018 at Exhibit A); and
3

4 **WHEREAS**, GWA issued a Notice to Proceed to Badger Meter Inc. on February 23,
5 2016 at which time Badger Meter accepted the notice (see Res. No. 24-FY2018 at Exhibit B);
6 and
7

8 **WHEREAS**, GWA submitted Resolution No. 32-FY2017 which sought approval of
9 purchases up to One Million Dollars (\$1,000,000.00) for additional water meters and CCU
10 approved it on May 23, 2017 (see Res. No. 24-FY2018 at Exhibit C); and
11

12 **WHEREAS**, GWA Management, in response to emergent functional issues with
13 Badger's Model LP Meter, had initiated efforts to replace that model under warranty with a
14 more robust and reliable model, and such efforts have outpaced the receipt of warranty
15 replacement from the manufacturer; and
16

17 **WHEREAS**, GWA Management seeks to continue its increased efforts to replace the
18 Model LP meters to mitigate impacts to, and improve revenues, and will need to purchase
19 additional meters to achieve this goal; and
20

21 **WHEREAS**, during the course of the replacement program additional meters were
22 found to have failed the testing procedure and it is GWA's position that those meters are still
23 under warranty and will be either credited toward the supplier's future invoices or under a
24 reimbursement program; and
25

26 **WHEREAS**, In Resolution 24-FY2018, GWA sought and received approval of the
27 ratification for purchases in excess of the \$1M threshold related to IFB 2015-13 in the amount
28 of Fourteen Thousand Two Hundred Twenty-Four Dollars and Thirty-Two Cents (\$14,224.32),
29 plus One Million One Hundred Fifteen Thousand Seven Hundred Eighteen Dollars and Sixty-
30 Five Cents (\$1,115,718.65) for the meter inventory replenishment, and One Million Four
31 Hundred Forty-Nine Thousand Eight Hundred Fifty-Five Thousand for additional water meter
32 supply, which brought the total authorized funding to Three Million Five Hundred Seventy-

1 Nine Thousand Seven Hundred Ninety-Seven Dollars and Ninety-Seven Cents (\$3,579,797.97)
2 (Exhibit A); and
3

4 **WHEREAS**, GWA Management encumbered purchases under previously issued
5 purchase orders totaling \$3.3M which leaves a remaining authorization of Two Hundred Thirty
6 Thousand Nine Hundred Seven and Twelve Cents (\$230,907.12); and
7

8 **WHEREAS**, the three (3) year contract term with Badger expired on February 23,
9 2019 and on February 25, 2019 GWA and Badger mutually agreed to extend the contract for an
10 additional year with amendments outlined in a letter from Badger to include a price increase of
11 five (5%) percent, as per Section U, Price Adjustment Clause of the Agreement. (Exhibit B);
12 and
13

14 **WHEREAS**, on April 10, 2019 GWA issued a Contract Renewal Notice to Badger
15 Meter Inc. for the One (1) year contract extension of IFB 2015-13 for Water Meters Various
16 Sizes and Accessories. (Exhibit C); and
17

18 **WHEREAS**, GWA seeks approval of additional funding under the one (1) year
19 contract extension for IFB 2015-13 with Badger to purchase and additional Nine Thousand
20 One (9001) water meters of various sizes and accessories in the amount of One Million Five
21 Hundred Fifty-Nine Thousand Eight Hundred Eighty-Three and Nineteen Cents
22 (\$1,559,883.19) which will cover the costs of both meter supply and replenishment inventory
23 throughout the one (1) year term (Exhibit D); and
24

25 **WHEREAS**, GWA Management is still negotiating the terms of adjustments and/or
26 credits for replacement meters for the failed LP meters which were replaced by GWA with
27 M25 Models, and therefore the proposed additional amounts are estimated as a not-to-exceed
28 value; and
29

30 **WHEREAS**, the source of the funding increase for the purchase of additional water
31 meters will come from Internally Funded Capital Improvement Projects and any other
32 appropriate funds identified by finance.

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

- a. The recitals set forth above hereby constitute the findings of the CCU.
- b. The CCU finds that the negotiated contract terms and price agreed to by Badger Meter Inc. is fair and reasonable.
- c. The CCU hereby authorizes the management of GWA to exercise the one (1) year option period allowed under the contracts with Badger Meter Inc.
- d. The CCU hereby further authorizes the funding amount under IFB 2015-13 not to exceed One Million Five Hundred Fifty-Nine Thousand Eight Hundred Eighty-Three Dollars and Nineteen Cents (\$1,559,883.19) bringing the total authorized funding to Five Million Three Hundred Seventy Thousand Five Hundred Eighty-Eight Dollars and Twenty-Eight Cents (\$5,370,588.28).
- e. The CCU hereby further authorizes GWA Management to notify the PUC of this procurement as set forth in Section 3 of the PUC Order filed April 11, 2003, as a continuing obligation under the Court Order.

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

DULY AND REGULARLY ADOPTED, this 28th day of May, 2019.

Certified by:

Attested by:

JOSEPH T. DUENAS
Chairperson

MICHAEL T. LIMTIACO
Secretary

///

///

///

SECRETARY'S CERTIFICATE

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

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

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

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EXHIBIT A**Guam Waterworks Authority****Accounting of Remaining CCU Authorization for IFB 2015-13 - Water Meters**

Summary of Payments to Badger	\$ 35,205.27	GWA Resolution No. 32-FY2017	\$ 1,000,000.00
	\$ 11,659.70	GWA Resolution No. 24-FY2018	
	\$ 3,001.71	Ratification	\$ 14,224.32
	\$ 102,727.15	Additional Meter Purchases	\$ 1,449,855.00
	\$ 107.30	Meter Inventory Replenishment	\$ 1,115,718.65
	\$ 7,291.20		
	\$ 10,722.58	Total CCU Authorization	\$ 3,579,797.97
	\$ 14,355.00		
	\$ 43,088.30	Payments to Badger	\$ 3,348,890.85
	\$ 28,710.00		
	\$ 49,793.35	Remaining CCU Authorized Funds:	\$ 230,907.12
	\$ 43,065.00		
	\$ 57,420.00		
	\$ 14,355.00		
	\$ 50,242.50		
	\$ 430,650.00		
	\$ 46,979.70		
	\$ 5,426.10		
	\$ 6,003.42		
	\$ 23,718.24		
	\$ 4,537.40		
	\$ 14,355.00		
	\$ 10,810.40		
	\$ 1,435,500.00		
	\$ 12,355.00		
	\$ 7,234.80		
Pending Order	\$ 448,926.73		
Pending Order	\$ 430,650.00		
Total Amount to Badger:	\$ 3,348,890.85		
CCU Authorized Spending Amount	\$ 3,579,797.97		

EXHIBIT B



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

VIA EMAIL

Guam Waterworks Authority
Attention: Mr. Miguel C. Bordallo, P.E.
GWA Procurement Division
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, GU 96913

RE: IFB 2015-13 Renewal Option Water Meters Various Sizes and Accessories

Dear Mr. Bordallo,

In accordance with your request dated February 20, 2019 to exercise the option to extend for a period of 12 months, per Paragraph 7 of the Agreement we would like to request an amendment to the IFB 2015 – 13 Agreement (Agreement) to extend the term with the following considerations.

- Badger Meter, Inc. (Badger Meter) and Guam Waterworks Authority (GWA) mutually agree to extend the Agreement for an additional year, with a price increase of five (5%) percent, per Section U, Price Adjustment Clause of the Agreement. This increase is necessary due to significant increases in the costs of metals, including copper and aluminum in addition to the increased costs of energy, oil and plastic resins. Please see the attached quotes to amend and replace previous product offering.
- Badger Meter continues to improve and redesign our products to provide our customers with state-of-the-art technology solutions. Therefore, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products, provided the replacement products meet the following requirements: are substantially similar to and are at least of equal quality and performance to, are in conformance with the requirements in the applicable specifications, meet the actual needs or are otherwise suitable for the intended use, and are priced at an amount that does not exceed the price of the quoted products. Wherefore, the attached quotes provide alternative product options for inclusion to the Agreement.
- All other terms and conditions remain the same.

We acknowledge and agree the IFB2015-13 Agreement is separate and apart from the warranty claims or any claims related to the previous procurement of LP meters. We request acceptance of the aforementioned term extension, price increase and alternative product offering by the issuance of GWA's Amendment to the Agreement.

Badger Meter appreciates this opportunity to extend this Agreement in an effort to meet the metering needs of the Guam Waterworks Authority.

Sincerely,
BADGER METER, INC.

A handwritten signature in blue ink, appearing to read 'Korrine L. Fleming'.

Korrine L. Fleming
Assistant Secretary



Badger Meter

4545 W Brown Deer Road Milwaukee WI 53223
 PO Box 245036 Milwaukee WI 53224-9536
 Phone: 800-876-3837 Fax: 888-371-5982
 Customer Service Rep: utilityorders2@badgermeter.com

EXPORT QUOTATION

Quotation No. 413922

February 25, 2019

TO Mr. Miguel Bordillo
 GUAM WATERWORKS AUTHORITY
 P O BOX 3010

CUSTOMER ID: 00003307

HAGATNA 96932

Phone: 1 (671) 300-6845

Fax: 1 (671) 649-3750

E-mail: mcbordallo@guamwaterworks.org

EFFECTIVE DATES: 2/25/2019-2/26/2020

FINAL DESTINATION : GUAM

SALESPERSON	PROPOSAL SUBJECT	SHIPPING TERMS/INCO TERMS	PAYMENT TERMS
030000	Guam - Orion ME2	PREPAY/NO CHARGE EXW FACTORY	NET 30 DAYS

LINE #	DESCRIPTION	QTY	UNIT NET PRICE USD	LINE TOTALS USD
1	No Register, Orion ME 2, Traditional, Indoor-Outdoor, Pig-Tail (gel-cap), 10 ft Wire, UM1-0015-7639	21	\$112.67	\$2,365.97
2	RCDL M25 LL Disc Meter (NSF 61-G), 5/8" X 3/4-3/4 Bore (3/4 X 7 1/2), Cast Iron Bottom, Less Connections, HRE Registration, Gallon, 8 Dial - 0.1 Gallons, Plastic Shroud / Plastic Lid (Gray) Orion ME 2, Traditional, Indoor-Outdoor, Badger Meter Twist Tight Connector, 5 ft, UM1-0016-7978	500	\$150.73	\$75,365.00
3	RCDL M25 LL Disc Meter (NSF 61-G), 5/8" X 3/4-3/4 Bore (3/4 X 7 1/2), Cast Iron Bottom, Less Connections, HRE Registration, Gallon, 8 Dial - 0.1 Gallons, Plastic Shroud / Plastic Lid (Gray) Orion ME 2, Traditional, Integral Indoor-Outdoor, Factory Pre-Wired, 3 ft Break-Away Wire, UM1-0016-7979	1	\$155.38	\$155.38
4	RCDL M55 LL Disc Meter (NSF 61-G), 1" (1 X 10 3/4), Cast	1	\$233.56	\$233.56

THANK YOU FOR YOUR BUSINESS!

This quotation is an offer, made subject to the terms & conditions found on our website: www.badgermeter.com/Company/Legal/Sales-Terms.aspx
 Quoted prices are firm for acceptance, via an order, within the effective dates provided, shipping within 60 calendar days past the expiration of this quotation.



Badger Meter

EXPORT QUOTATION

Quotation No. 413922

LINE #	DESCRIPTION	QTY	UNIT NET PRICE USD	LINE TOTALS USD
	Iron Bottom, Less Connections, HRE Registration, Gallon, 8 Dial - 0.1 Gallons, Plastic Shroud / Plastic Lid (Gray) Orion ME 2, Traditional, Indoor-Outdoor, Badger Meter Twist Tight Connector, 5 ft. UM1-0018-0772			
5	RCDL M55 LL Disc Meter (NSF 61-G), 1" (1 X 10 3/4), Cast Iron Bottom, Less Connections, HRE Registration, Gallon, 8 Dial - 0.1 Gallons, Plastic Shroud / Plastic Lid (Gray) Orion ME 2, Traditional, Integral Indoor-Outdoor, Factory Pre-Wired, 3 ft Break-Away Wire. UM1-0018-0756	10	\$238.21	\$2,382.10
6	RCDL M120 LL Disc Meter (NSF 61-G), 1 1/2", Elliptical Long Drilled, Less Connections, HRE Registration, Gallon, 8 Dial - 1 Gallon, Plastic Shroud / Plastic Lid (Gray) Orion ME 2, Traditional, Indoor-Outdoor, Badger Meter Twist Tight Connector, 5 ft. UM1-0018-0757	10	\$379.83	\$3,798.30
7	RCDL M170 LL Disc Meter (NSF 61-G), 2", Elliptical Long Drilled, Less Connections, HRE Registration, Gallon, 8 Dial - 1 Gallon, Plastic Shroud / Plastic Lid (Gray) Orion ME 2, Traditional, Indoor-Outdoor, Badger Meter Twist Tight Connector, 5 ft. UM1-0018-0759	15	\$567.55	\$8,513.25
8	RCDL Turbo Series Meter LL (NSF 61-G), 3", Round, Without Integral Strainer, Less Connections, HRE Registration, Gallon, 8 Dial - 1 Gallon, Plastic Shroud / Plastic Lid (Gray) Orion ME 2, Traditional, Indoor-Outdoor, Badger Meter Twist Tight Connector, 5 ft. UM1-0018-0760	5	\$775.03	\$3,875.15
9	RCDL Turbo Series Meter LL (NSF 61-G), 4", Round, Without Integral Strainer, Less Connections, HRE Registration, Gallon, 8 Dial - 1 Gallon, Plastic Shroud / Plastic Lid (Gray) Orion ME 2, Traditional, Indoor-Outdoor, Badger Meter Twist Tight Connector, 5 ft. UM1-0018-0761	5	\$1,260.97	\$6,304.85
10	RCDL Turbo Series Meter LL (NSF 61-G), 6", Round, Less Connections, HRE Registration, Gallon, 8 Dial - 10 Gallons, Plastic Shroud / Plastic Lid (Gray) Orion ME 2, Traditional, Indoor-Outdoor, Badger Meter Twist Tight Connector, 5 ft. UM1-0018-0762	2	\$2,313.00	\$4,626.00
11	RCDL Turbo Series Meter LL (NSF 61-G), 8", Round w/Test Plug, Less Connections, HRE Registration, Gallon, 8 Dial - 10 Gallons, Plastic Shroud / Plastic Lid (Gray) Orion ME 2, Traditional, Indoor-Outdoor, Badger Meter Twist Tight Connector, 5 ft.	1	\$3,151.80	\$3,151.80

THANK YOU FOR YOUR BUSINESS!

This quotation is an offer, made subject to the terms & conditions found on our website: www.badgermeter.com/Company/Legal/Sales-Terms.aspx
Quoted prices are firm for acceptance, via an order, within the effective dates provided, shipping within 60 calendar days past the expiration of this quotation.



Badger Meter

EXPORT QUOTATION

Quotation No. 413922

LINE #	DESCRIPTION	QTY	UNIT NET PRICE USD	LINE TOTALS USD
	UM1-0018-0763			
12	RCDL Turbo Series Meter LL (NSF 61-G), 10", Round, Less Connections, HRE Registration, Gallon, 8 Dial - 10 Gallons, Plastic Shroud / Plastic Lid (Gray) Orion ME 2, Traditional, Indoor-Outdoor, Badger Meter Twist Tight Connector, 5 ft, UM1-0018-0764	1	\$4,284.81	\$4,284.81
13	External Plate Strainer, 2", Round Strainer w/Drain Plug, LL Bronze (NSF 61-G), External Plate Strainer, UM1-0001-2381	1	\$324.46	\$324.46
14	External Plate Strainer, 3", Round Strainer w/Drain Plug, LL Bronze (NSF 61-G), External Plate Strainer, UM1-0000-4904	1	\$425.93	\$425.93
15	External Plate Strainer, 4", Round Strainer w/Drain Plug, LL Bronze (NSF 61-G), External Plate Strainer, UM1-0000-4801	1	\$563.00	\$563.00
16	External Plate Strainer, 6", Round Strainer w/Drain Plug, LL Bronze (NSF 61-G), External Plate Strainer, UM1-0000-4802	1	\$799.18	\$799.18
17	External Plate Strainer, 8", Round Strainer w/Drain Plug, Steel, Zinc Plated Bolts, Nuts, & Std Black Gaskets, External Plate Strainer, UM1-0000-5939	1	\$2,153.88	\$2,153.88
18	External Plate Strainer, 10", Round Strainer w/Drain Plug, Steel, Zinc Plated Bolts, Nuts, & Std Black Gaskets, External Plate Strainer, UM1-0001-1470	1	\$4,795.56	\$4,795.56
19	ASSY ELL. FLG NL BRASS 1-1/2" 20336-046	1	\$153.00	\$153.00
20	ASSY ELL. FLG NL BRZ 2" 20336-048	1	\$207.00	\$207.00

Notes and Assumptions:

If applicable, sales tax, freight, and customs-related charges will be added at time of invoice.

Actual lead time to be provided at time of order.

If you have any questions concerning this quotation, please contact: 1 (414) 371-6196, MLeveille@badgermeter.com
To place an order, please contact: Kimmie Drogier, 800 616 3837 option 1, utilityorders2@badgermeter.com

Official authorized quote of Badger Meter Inc.

THANK YOU FOR YOUR BUSINESS!

This quotation is an offer, made subject to the terms & conditions found on our website: www.badgermeter.com/Company/Legal/Sales-Terms.aspx
Quoted prices are firm for acceptance, via an order, within the effective dates provided, shipping within 60 calendar days past the expiration of this quotation.



Export Quotation
Quotation No. 3055603

4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536
Phone: 800-876-3837 Fax: 888-371-5982

Customer Service Rep KDrogier@badgermeter.com

To Yearly Guam Quote - MAG & E-Series Meters
GUAM WATERWORKS AUTHORITY
P O BOX 3010
HAGATNA
96932
Phone(671) 300-6845
Email mcbordallo@guamwaterworks.org

Revised Date
Customer ID 00003307

Final Destination GUAM

Effective Dates 02-25-2019 - 02-25-2020

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
030000 Mark Leveille	Yearly Guam Quote - MAG & E-Series Meters	PREPAY/NO CHARGE For SHIPMENTS > \$25,000 FCA FACTORY	NET 30 DAYS

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	BMI Part No.: 100-0347 Description: M2000, 2" standard LL, Hard Rubber, C-Steel with 150# flanges, Alloy C with 316 Stainless Steel Grounding Rings, 110/220 VAC Remote Mount Submersible, 15ft. Standard Cable, Standard Output XX - NONE Gal/Gal Per Minute, Factory Calibrated, N/A Cat String: M2-020-R1-A-SAC-S-XXGF-STD	2	2,045.40	4,090.80
2	BMI Part No.: 100-0350 Description: M2000, 3" standard LL, Hard Rubber, C-Steel with 150# flanges, Alloy C with 316 Stainless Steel Grounding Rings, 110/220 VAC Remote Mount Submersible, 15ft. Standard Cable, Standard Output XX - NONE Gal/Gal Per Minute, Factory Calibrated, N/A Cat String: M2-030-R1-A-SAC-S-XXGF-STD	2	2,196.81	4,393.62
3	BMI Part No.: 100-0351 Description: M2000, 4" standard LL, Hard Rubber, C-Steel with 150# flanges, Alloy C with 316 Stainless Steel Grounding Rings, 110/220 VAC Remote Mount Submersible, 15ft. Standard Cable, Standard Output XX - NONE Gal/Gal Per Minute, Factory Calibrated, NSF-61-372 Cat String: M2-040-R1-A-SAC-S-XXGF-STD	11	2,308.32	25,391.52

Thank you for your business!

This quotation is an offer made subject to the terms & conditions found on our website: www.badgermeter.com/Company/Legal/Sales-Terms.aspx
Quoted prices are firm for acceptance, via an order, within the effective dates provided, shipping within 60 calendar days past the expiration of this quotation.



Export Quotation
Quotation No. 3055603

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
4	BMI Part No.: 100-0060 Description: M2000, 6" standard LL, Hard Rubber, C-Steel with 150# flanges, Alloy C with 316 Stainless Steel Grounding Rings, 110/220 VAC Remote Mounted, 15ft. Standard Cable, Standard Output XX - NONE Gal/Gal Per Minute, Factory Calibrated, NSF-61-372 Cat String: M2-060-R1-A-RAC-S-XXGF-STD	5	2,580.48	12,902.40
5	BMI Part No.: 100-0613 Description: M2000, 8" standard LL, Hard Rubber, C-Steel with 150# flanges, Alloy C with 316 Stainless Steel Grounding Rings, 110/220 VAC Remote Mount Submersible, 15ft. Standard Cable, Standard Output XX - NONE Gal/Gal Per Minute, Factory Calibrated, NSF-61-372 Cat String: M2-080-R1-A-SAC-S-XXGF-STD	1	2,951.13	2,951.13
6	BMI Part No.: 100-3773 Description: EU - E-Series Ultrasonic SS (NSF-61-372), EAC - 5/8" X 3/4" (3/4 X 7-1/2) Potable, XT - None -Thick Washers, X - NONE Encoder, DA - ORION ME MIGRATABLE, 1 - Standard, 9 Dial - 0.01 Gal, E - 1,000 A2 - BADGER STD (TS-420) YX - YR MFG 8D & PBB Pit/Remote Thru Lid Kit, TH - TWIST TIGHT - 10 FT (MTR, ASSY) B0A - BADGER METER STANDARD (ID=B0A) Cat String: EU-EAC-PXTX-E5-DA-19AE-A2YX-AGTH-AK-B0A	1	184.97	184.97

Subtotal - USD	49,914.44
Total Price - USD	49,914.44

Notes and Assumptions

If applicable, sales tax, freight, and custom-related charges will be added at time of invoice.

Actual lead time to be provided at time of order.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis. Please contact your Account Manager if you require more information.

Badger Meter continues to improve and redesign our products to provide our customers with state-of-the-art technology solutions. Therefore, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products, provided the replacement products meet the following requirements: are substantially similar to and are at least of equal quality and performance to, are in conformance with the requirements in the applicable specifications, meet the actual needs or are otherwise suitable for the intended use, and are priced at an amount that does not exceed the price of the quoted products.

If you would like to place an order, please contact your Customer Service Rep Kimmie Drogier, 800-616-3837 x15945 or KDrogier@badgermeter.com

Thank you for your business!

This quotation is an offer made subject to the terms & conditions found on our website: www.badgermeter.com/Company/Legal/Sales-Terms.aspx
Quoted prices are firm for acceptance, via an order, within the effective dates provided, shipping within 60 calendar days past the expiration of this quotation.



Export Quotation
Quotation No. 3055603

If you have questions, please contact your Account Manager Mark Leveille, 800-876-3837 X16196 mleveille@badgermeter.com

Thank you for your business!

This quotation is an offer made subject to the terms & conditions found on our website: www.badgermeter.com/Company/Legal/Sales-Terms.aspx
Quoted prices are firm for acceptance, via an order, within the effective dates provided, shipping within 60 calendar days past the expiration of this quotation.

Page 3 of 3

EXHIBIT C



Aturidat Kinalamten Hanom Guahan
"Better Water. Better Lives."
Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
P.O. Box 3010, Hagåtña, Guam 96932
Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

CONTRACT RENEWAL NOTICE

April 10, 2019

Badger Meter INC.
Attention: Ms. Korrine Fleming
4545 W. Brown Deer Road
P.O. Box 245036
Milwaukee, Wisconsin 53224-9536

RE: Contract Extension for IFB2015-13
"Water Meters Various Sizes and Accessories"

Referencing Invitation for Bid No: 2015-13, GWA issued a Notice of Conditional Award dated January 26, 2016 which was acknowledged by Badger Meter on February 5th, 2016; on February 23, 2016, GWA issued a Notice to Proceed (NPT) which was acknowledged by Badger Meter on the same day.

Contract Terms:

As specified in IFB2015-13, Section IV. Special Provisions, subsection 7. Contract Term, authorizing GWA to enter into 1st year option contract extension, GWA hereby agrees to exercise the contract renewal extension effective February 23, 2019 and expiring February 23, 2020, this contract extension is governed by specifications, pricing, and the terms and conditions set forth per the above reference bid number for Water Meters Various Sizes and Accessories, plus amendments outlines in your enclosed letter.

Please acknowledge your acceptance of this renewal by signing this document in the space provided below and returning to this office within ten (10) days.

Sincerely,

Miguel C. Bordallo, P.E.
General Manager,
Guam Waterworks Authority

Guam Waterworks Authority and Badger Meter IFB2015-13 Contract Renewal Notice Letter, page 2

(Name) Korrine L. Fleming
(Title) Assistant Secretary

I We hereby acknowledge acceptance of this Contract renewal, and agree to be bound by all requirements, terms, and conditions as set forth in the above referenced bid number.

Badger Meter, Inc.

Company: ~~Badger Meters~~

Signed: 

Date: April 25, 2019

Print Name: Korrine L. Fleming

Enclosure: Letter from Korrine Fleming emailed on March 5, 2019 by Bill Bergum
Notice of Conditional Award
Notice to Proceed (NPT)

cc: Kelly Clark, GWA General Counsel
Chris Budasi, AGMAS
Gilda Mafnas, Acting CFO
Procurement

**Additional Purchases Relative to IFB 2015-13
May 2019 to February 2021**

EXHIBIT D

LINE #	GWA STOCK #	PRODUCT DESCRIPTION	QTY.	UNIT NET PRICE USD	TOTALS USD
1	61604	No Register, Orion ME 2. Traditional, Indoor-Outdoor, Pig-Tail (gel cap), 10 ft Wire, UMI-0015-7639	0	112.67	-
2	60484	RCDL M25 LL Disc Meter (NSF 61-G), 5/8" X 3/4-3/4 Bore (3/4 X 7 1/2), Cast Iron Bottom, Less Connections, HRE Registration, Gallon 8 Dial - 0.1 Gallons, Plastic Shroud / Plastic Lid (Gray) Orion ME 2, Traditional, Indoor-Outdoor, Badger Meter Twist Tight Connector, 5 ft. , UMI-0016-7978	6391	150.73	963,315.43
3	65293	RCDL M25 LL Disc Meter (NSF 61-G), 5/8" X 3/4-3/4 Bore (3/4 X 7 1/2), Cast Iron Bottom, Less Connections, HRE Registration, Gallon 8 Dial - 0.1 Gallons, Plastic Shroud / Plastic Lid (Gray) Orion ME 2, Traditional, Integral Indoor-Outdoor, Factory Pre-Wired, 3 ft Break-Away Wire. , UMI-0016-7979	1598	155.38	248,297.24
4	47466	RCDL M55 LL Disc Meter (NSF 61-G), 1" (1 X 10 3/4). Cast Iron Bottom, Less Connections, HRE Registration, Gallon 8 Dial - 0.1 Gallons, Plastic Shroud / Plastic Lid (Gray) Orion ME 2, Traditional, Indoor-Outdoor, Badger Meter Twist Tight Connector, 5 ft. , UMI-0018-0772	180	233.56	42,040.80
5	47466	RCDL M55 LL Disc Meter (NSF 61-G), 1" (1 X 10 3/4). Cast Iron Bottom, Less Connections, HRE Registration, Gallon 8 Dial - 0.1 Gallons, Plastic Shroud / Plastic Lid (Gray) Orion ME 2, Traditional, Indoor-Outdoor, Factory Pre-Wired, 3 ft Break-Away Wire. , UMI-0018-0756	180	238.21	42,877.80
6	47474	RCDL M120 LL Disc Meter (NSF 61-G), 1 1/2", Elliptical Long Drilled, Less Connections, HRE Registration, Gallon, 8 Dial - 1 Gallon, Plastic Shroud / Plastic Lid (Gray) Orion ME 2, Traditional, Indoor-Outdoor, Badger Meter Twist Tight Connector, 5 ft., UMI-0018-0757	264	379.83	100,275.12
7	47482	RCDL M170 LL Disc Meter (NSF 61-G), 2", Elliptical Long Drilled, Less Connections, HRE Registration, Gallon, 8 Dial - 1 Gallon, Plastic Shroud / Plastic Lid (Gray) Orion ME 2, Traditional, Indoor-Outdoor, Badger Meter Twist Tight Connector, 5 ft., UMI-0018-0759	129	567.55	73,213.95
8	47491	RCDL Turbo Series Meter LL (NSF 61-G), 3", Round, Without Integral Strainer, Less Connections, HRE Registration, Gallon, 8 dial - 1 Gallon, Plastic Shroud / Plastic Lid (Gray) Orion ME 2. Traditional, Indoor-Outdoor, Badger Meter Twist Tight Connector, 5 ft., UMI-0018-0760	4	775.03	3,100.12
9	47520	RCDL Turbo Series Meter LL (NSF 61-G), 4", Round, Without Integral Strainer, Less Connections, HRE Registration, Gallon, 8 dial - 1 Gallon, Plastic Shroud / Plastic Lid (Gray) Orion ME 2. Traditional, Indoor-Outdoor, Badger Meter Twist Tight Connector, 5 ft., UMI-0018-0761	6	1,260.97	7,565.82
10	47538	RCDL Turbo Series Meter LL (NSF 61-G), 6", Round Less Connections, HRE Registration, Gallon 8 Dial - 10 Gallons, Plastic Shroud / Plastic Lid (Gray) Orion ME 2, Traditional, Indoor-Outdoor, Badger Meter Twist Tight Connector, 5 ft., UMI-0018-0761	3	2,313.00	6,939.00
11	47546	RCDL Turbo Series Meter LL (NSF 61-G), 8", Round w/Test Plug, Less Connections, HRE Registration, Gallon 8 Dial - 10 Gallons, Plastic Shroud / Plastic Lid (Gray) Orion ME 2, Traditional, Indoor-Outdoor, Badger Meter Twist Tight Connector, 5 ft., UMI-0018-0763	1	3,151.80	3,151.80
12	47554	RCDL Turbo Series Meter LL (NSF 61-G), 10", Round, Less Connections, HRE Registration, Gallon 8 Dial - 10 Gallons, Plastic Shroud / Plastic Lid (Gray) Orion ME 2, Traditional, Indoor-Outdoor, Badger Meter Twist Tight Connector, 5 ft., UMI-0018-0764	1	4,284.81	4,284.81
13	47651	External Plate Strainer, 2", Round Strainer w/Drain Plug, LL Bronze (NSF 61-G), External Plate Strainer, UMI-0001-2381	129	324.46	41,855.34
14	48266	External Plate Strainer, 3", Round Strainer w/Drain Plug, LL Bronze (NSF 61-G), External Plate Strainer, UMI-0000-4904	4	425.93	1,703.72
15	48282	External Plate Strainer, 4", Round Strainer w/Drain Plug, LL Bronze (NSF 61-G), External Plate Strainer, UMI-0000-4801	6	563.00	3,378.00
16	48303	External Plate Strainer, 6", Round Strainer w/Drain Plug, LL Bronze (NSF 61-G), External Plate Strainer, UMI-0000-4802	3	799.18	2,397.54
17	48320	External Plate Strainer, 8", Round Strainer w/Drain Plug, Steel, Zinc Plated Bolts, Nuts, & Std Black Gaskets, External Plate Strainer, UMI-0000-5939	1	2,153.88	2,153.88
18	48338	External Plate Strainer, 10", Round Strainer w/Drain Plug, Steel, Zinc Plated Bolts, Nuts, & Std Black Gaskets, External Plate Strainer, UMI-0000-1470	1	4,795.56	4,795.56

**Additional Purchases Relative to IFB 2015-13
May 2019 to February 2021**

LINE #	GWA STOCK #	PRODUCT DESCRIPTION	QTY.	UNIT NET PRICE USD	TOTALS USD
19	48231	ASSY ELL. FLG NL BRASS 1-1/2", 20336-046	0	153.00	-
20	48240	ASSY ELL. FLG NL BRZ2", 20336-048	0	207.00	-
21	73390	BMI Part No.: 100-347 Description: M2000, 2" standard LL, Hard Rubber, C-Steel with 150# flanges, Alloy C with 316 Stainless Steel Grounding Rings, 110/220 VAC Remote Mount Submersible, 15ft. Standard Cable, Standard Output XX-NONE Gal/Gal per Minute, Factory Calibrated, N/A Cat String: M2-020-R1-A-SAC-S-XXGF-STD	1	2,045.40	2,045.40
22	73402	BMI Part No.: 100-0350 Description: M2000, 3" standard LL, Hard Rubber, C-Steel with 150# flanges, Alloy C with 316 Stainless Steel Grounding Rings, 110/220 VAC Remote Mount Submersible, 15ft. Standard Cable, Standard Output XX-NONE Gal/Gal per Minute, Factory Calibrated, N/A Cat String: M2-030-R1-A-SAC-S-XXGF-STD	1	2,196.81	2,196.81
23	73411	BMI Part No.: 100-0351 Description: M2000, 4" standard LL, Hard Rubber, C-Steel with 150# flanges, Alloy C with 316 Stainless Steel Grounding Rings, 110/220 VAC Remote Mount Submersible, 15ft. Standard Cable, Standard Output XX-NONE Gal/Gal per Minute, Factory Calibrated, NSF-61-372 Cat String: M2-040-R1-A-SAC-S-XXGF-STD	40	2,308.32	92,332.80
24	73429	BMI Part No.: 100-0060 Description: M2000, 6" standard LL, Hard Rubber, C-Steel with 150# flanges, Alloy C with 316 Stainless Steel Grounding Rings, 110/220 VAC Remote Mounted Submersible, 15ft. Standard Cable, Standard Output XX-NONE Gal/Gal per Minute, Factory Calibrated, NSF-61-372 Cat String: M2-060-R1-A-RAC-S-XXGF-STD	1	2,580.48	2,580.48
25	73437	BMI Part No.: 100-0613 Description: M2000, 8" standard LL, Hard Rubber, C-Steel with 150# flanges, Alloy C with 316 Stainless Steel Grounding Rings, 110/220 VAC Remote Mounted Submersible, 15ft. Standard Cable, Standard Output XX-NONE Gal/Gal per Minute, Factory Calibrated, NSF-61-372 Cat String: M2-080-R1-A-SAC-S-XXGF-STD	1	2,951.13	2,951.13
26	84769	BMI Part No.: 100-3773 Description: EU - E-Series Ultrasonic SS (NSF-61-372), EAC -5/8" X 3/4" (3/4 X7-1/2) Potable, XT - None - Thick Washers, X-NONE Encoder, DA - ORION ME MIGRATABLE, 1 - Standard, 9 Dial - 0.01 Gal, E 1,000 AD -BADGER STD (TS-420) YX - YR MFG 8D & PBB Pit/Remote Thru Lid Kit, TH - TWIST TIGHT - 10 FT (MTR, ASSY) B0A - BADGER METER STANDARD (ID=B0A) Cat String: EU-EAC-PXTX-E5-DA-19AE-A2YX-AGTH-AK-B0A	0	184.97	-
27	51650	RCDL Compound Series Meter LL (NSF 61-G), 3", Round w/Test Plug,	22	1,772.38	38,992.36
28	51668	RCDL Compound Series Meter LL (NSF 61-G), 4", Round w/Test Plug,	31	2,789.88	86,486.28
29	51676	RCDL Compound Series Meter LL (NSF 61-G), 6", Round w/Test Plug,	3	3,953.04	11,859.12
		Total			1,790,790.31

2011 Court Order Performance Report Card / Dashboard as of 04/30/2019



GUAM WATERWORKS AUTHORITY

Court Order Performance Report Card

	Items	On-time Items Completed/Continuous	Items Delayed	Completed Late	Items on Schedule	Performance %
Court order total	93	80	1	11	1	98.9%

Legend in detail section below.

Fill Color	Meaning
Lime green	Done/Completed
Yellow	On Schedule
Blue	Behind Schedule
Violet	Completed Behind Schedule
Yellow Green	Ongoing and Continuous Counted under Completed

GWA Work Session - May 21, 2019 - DIVISION REPORTS

2011 Court Order Performance Report Card / Dashboard as of 04/30/2019

Name	SO #	No	Project	GWA SO Timeline	Due to EPA	Status
Northern District WWTP Primary Treatment Upgrades.	2	1	Interim Primary Treatment Improvements Complete	09/30/2012	@EPA	Done Construction completed 12/13/2012
	3(a)	2	Interim Effluent to meet Table 1	09/30/2012 monitoring started	@EPA	Done Table 1 compliance beginning January 9, 2013.
	3(a)(1)	3	PE Review (Application for 7.5 MGD pending)	3 months after compliance with 3(a)	@EPA	Done 3(a)(1) Application to increase to 7.5 MGD Approved 08/13/2017
	3(a)(2)	4	(Application for 9 MGD)	3 months after compliance with 3(a)(1)	N/A	Not considered necessary because of OEA Upgrade of NDWWTP to Secondary
	3(c)	5	Effluent monitoring (calendar-year quarter)	Completed	@EPA	Done. Full year completed 01/08/2012
	4(a)	6	Sludge & Biosolids Management Plan	12/31/2011	@EPA	Done. Biosolids to Landfill EPA Approval 08/17/2014
	4(a)	7	Adequate stabilization and dewatering	9/30/2012	@EPA	Done. By Design-Build contract.
	4(b)	8	Biosolids Management, Quarterly Report	Quarterly Report	@EPA	Ongoing Routine Monitoring Report, Repeats Quarterly
	4(c)	9	Biosolids Management, repair & replace facilities	09/30/2012	@EPA	Done Construction Complete 12/13/2012. Biosolids to Landfill
	4(d)	10	Biosolids Management, implement plan	9/30/2012	@EPA	Done - Biosolids to Landfill
Agaña WWTP Interim Measures.	5	11	Primary Treatment Plant Upgrades	06/30/2013	@EPA	Done. CEPT is operational and routine.
	5(a)	12	Scope and schedule	09/30/2011	@EPA	Done. CEPT is operational and routine.
	5(b)	13	Septage Handling Complete	06/30/2013	@EPA	Done. Septage Receiving at the NDWWTP (location option) reported 06/26/2013.
	5(b) 1	14	Septage handling design contract signed	12/31/2011	@EPA	Done. Septage Receiving at the NDWWTP (location option) reported 06/26/2013.
	5(b) 2	15	Septage handling construction notice to proceed	06/30/2012	@EPA	Done. Septage Receiving at the NDWWTP (location option) reported 06/26/2013.
	5(c)	16	Grit and FOG Complete	06/30/2013	@EPA	Done Phase III CEPT is in operations.)
	5(c) 1	17	Grit and FOG design contract signed	12/31/2011	@EPA	Done Grit and FOG reported 06/06/2013
	5(c) 2	18	Grit and FOG construction notice to proceed	06/30/2012	@EPA	Done Submitted 11/17/2011
	5(d)	19	Repair Solids handling	11/17/2011	@EPA	Done Submitted 11/17/2011
	5(e)	20	O & M Plan	05/31/2013	@EPA	Done O & M Plan reported 05/31/2012
	5(f)	21	Effluent monitoring (calendar-year quarter)	Completed	@EPA	Done - Completed Full year as of 01/08/2012
	6	22	Prevent Effluent Back Surge	06/30/2013	@EPA	Done Old outfall decommissioned (plugged) 06/25/2013
	6	23	Effluent Back Surge Plan	12/30/2011	@EPA	Done Old outfall decommissioned (plugged) 06/25/2013
I&I SSES	7	24	Collection System SSES and I/I evaluation	Done.	@EPA	Done.
SSES Work Plan	8	25	Work Plan	180 days	@EPA	Done Reported 08/13/2012
	8(a)	26	Flow and rainfall data	N/A	@EPA	Done Reported 04/25/2013
	8(b)	27	I/I Southern	540 days	@EPA	Done Reported 04/25/2013
	8(c)	28	I/I Central	900 days	@EPA	Done Reported 04/28/2014
	8(d)	29	SSES Southern	540 days	@EPA	Done Reported 04/30/2013 – update 04/29.2016
	8(e)	30	SSES Central	900 days 09/15/2015 EPA Disap. Ltr.	@EPA	Done Late – Completed June 2, 2017
	8(e) 2	31	SSES Central Report	09/15/2015 EPA Disapproval Letter	@EPA	Done Late – Completed June 2, 2017
	9(a)	32	By Pass Report	60 days	@EPA	Done Reported 01/04/2012
Agat / Santa Rita,	9(b)	33	Flow Meter	180 days	@EPA	Done Reported 07/26/2012
	9(c) 1,2,3	34	Report evaluating near term measures	180 days response sent 09/29/2014	@EPA	Done Reported 05/07/2012 GWA response 09/29/2014.
	9(d)	35	Implement near term measures d - Disinfection	03/23/2016	@EPA	Done Late EPA specifications of 9(c), 9(d) and 9(f) on 09/24/2015.
	9(e)	36	Implement near term measures e – sludge mgmt.	03/23/2016	@EPA	Done Reported 03/23/2016
	9(f)	37	Implement near term measures f – 75% Bypass Red.	03/23/2016	@EPA	Done Reported 03/23/2016
	10	38	System Evaluation	12/31/2013 response sent 09/29/2014	@EPA	Done Reported 12/28/2013 GWA response 09/29/2014.- update 04/29/2016
	11	39	System Upgrades	03/14/2017 Plant became operational.	@EPA	Done Late New Agat WWTP on line 03/14/2017
	11(a)	40	System Upgrades design	06/30/2014-NTP 10/13/2014	@EPA	Done Late CCU approval 08/26/2014. NTP was issued on 10/13/2014
	11(b)	41	System Upgrades notice to proceed	06/30/2015-NTP 10/02/2015	@EPA	Done Late NTP Ph.1 issued 10/02/2015 - NTP Ph.2 due 01/04/2016
	12(a)	42	Interim Measures Evaluation (Independent PE)	180 days	@EPA	Done Reported 05/07/2012, PMO task
Baza Gardens	12(b)	43	Interim Measures Complete	540 days	@EPA	Done Reported 05/01/2013 PMO task
	12(c)	44	Evaluation Bio Solids Report	180 days	@EPA	Done -EPA Approval 08/28/2014
	12(d)	45	Complete Bio Solids	360 days	@EPA	Done Reported 03/21/2013
	13	46	System Evaluation	04/30/2014	@EPA	Done Reported 04/30/2014 GWA response 10/02/2014
	14	47	System Upgrades	04/31/2018	@EPA	Done Critical path need to complete I&I/SSES
	14(a)	48	System Upgrades, Design Starts	10/31/2015 NTP DCA 02/05/2016	@EPA	Done Late Linked to new Agat WWTP NTP DCA 02/05/2016
	14(b)	49	System Upgrades Construction (started on time)	10/31/2016	@EPA	Done Late Finished 12/31/2018.

GWA Work Session - May 21, 2019 - DIVISION REPORTS

2011 Court Order Performance Report Card / Dashboard as of 04/30/2019

Name	SO #	No	Project	GWA SO Timeline	Due to EPA	Status
Umatac-Merizo	15	50	Complete Evaluation	12/31/2013	@EPA	Done Reported 12/31/2013 -- Critical path, completed I&I/SSES
	16	51	System Upgrades	12/31/2018	@EPA	Delayed by US Fish and Wildlife issues -- completion expected July 2019
	16(a)	52	System Upgrades, Design Starts	06/30/2016	@EPA	Done Design Build contract executed 06/29/2017
	16(b)	53	System Upgrades, Notice to Proceed	06/30/2017	@EPA	Done NTP Issued 06/30/2017
Sewer Cleaning	17	54	Sewer Cleaning (in annual and quarterly reports)	2017-2022 Goal set: Complete Every 5 years	@EPA	Ongoing -- 1 st round completed -- Second cycle under way
Hot Spot Plan	18	55	Hot Spot Plan	EPA Revision letter o9/08/2015	@EPA	Done Last Revision submitted 10/23/2015 GWA WW Ops
CCTV	19	56	CCTV (in annual and quarterly reports)	Done- 2016	@EPA	Done Whole System, 2016 Continues as indicated by cleaning work.
Sewer Hook-Up	20	57	Sewer Hook-Up Revolving Loan Support	In Operation	@EPA	Done -- available on GWA web site or at GWA Customer Service
GW Disinfection	21	58	Groundwater Chlorination	540 days	@EPA	Done Reported 04/29/2013
Chlorine Residual Monitors	22	59	Plan	180 days	@EPA	Done Reported 09/04/2012
	22(a)	60	High Risk Wells	540 days	@EPA	Done Reported 05/02/2013
	22(b)	61	Moderate Risk Wells	2 years	@EPA	Done Reported 07/31/2013
	22(c)	62	All Other Wells	Completed 07/31/2017	@EPA	Done Late -- Completed 07/31/2017
	23(a)	63	Plan & schedule	180 days	@EPA	Done Late - Reported 05/08/2012
	23(a)	64	All connections are metered and mapped	2 years	@EPA	Done Late -- completed 11/15/2018
	23(b)	65	Plan repair & maintain	180 days	@EPA	Done GWA Test facility operational 06/28/2013
Ugum Surface Water Treatment Plant	24	66	Construction complete	One year	@EPA	Done Reported 11/09/2012
	24	67	PE Inspection	60 days before start-up	@EPA	Done EPA Approval 08/26/2014
	25	68	PE Performance Operation Assessment	60 days before start-up	@EPA	Done EPA Approval 08/26/2014
	26	69	O&M Plan and Procedures	90 days before start-up	@EPA	Done Reported 08/10/2012 EPA Approval 08/17/2014
	27	70	Plant compliance	365 days	@EPA	Done Reported 02/07/2013
Sinajana Water Transmission Line	28(a)	71	Existing Construction Complete	180 days	@EPA	Done Reported 12/23/2011
	28(b)	72	Hydraulic Evaluation	180 days	@EPA	Done EPA No Further Comment 08/26/2014
	28(c)	73	Construction Complete (2 tanks)	540 days from 11/21/2013	@EPA	Done Late GEPA Delays Tank Constr. Completed August 2015: In Service July 2016.
	28(d) 1	74	Monitoring Plan	90 days prior	@EPA	Done Reported 09/07/2012
	28(d) 1	75	Implement- Monitoring Plan	For one year after start up	@EPA	Done GWA Compliance - Start 09/01/2015 -- end 08/31/2016
	28(d) 2	76	Monitoring Plan	180 days prior	@EPA	Done EPA Approval 08/26/2014
	28(e)	77	Implement- Monitoring Plan	For one year after start up	@EPA	Done - Start 09/01/2015 -- end 08/31/2016
Storage Tank/Reservoir Rehabilitation and Replacement Program.	29(a) 1	78	Plan hydraulic analysis	90 days	@EPA	Done Reported 11/09/2012
	29(a) 2	79	Hydraulic analysis	540 days	@EPA	Done EPA No Further Comment 08/26/2014
	29(b) 1	80	Plan minimize service interruptions	90 days after approval	@EPA	Done EPA approval 08/26/2014
	29(b) 2	81	Tank inspection schedule	540 days	@EPA	Done EPA approval 08/26/2014
	29(b) 3	82	Complete Barrigada (1 @ 2 MG tank)	540 days	@EPA	Done
	29(b) 4	83	Assess additional 7 tanks	5 years (11/10/2016)	@EPA	Done DCA contract task
	29(b) 5	84	RRRR 7 additional tanks	5 years (11/10/2016)	@EPA	Done PMO executed procurement
	29(b) 6 i	85	RRRR 10 additional tanks	7 years (11/10/2018)	@EPA	Done -- 11 tanks
	29(b) 6 ii	86	RRRR remaining	12/31/2020	@EPA	In Progress
	29(c)	87	In Quarterly / Annual Report	Quarterly / Annual Report	@EPA	Ongoing GWA Compliance Repeats Quarterly
Section III REPORTING REQUIREMENTS	31(a)(1)	88	Quarterly Report	Jan., April, July, Sept. Continuous	@EPA	Ongoing Due by the 30 th of the specified months
	31(a)(2)	89	Reports on Non Compliance	Within 30 days from determination of delay	@EPA	Ongoing As determined by GWA
	31(b)	90	SSO and Bypass Report	Jan., April, July, Sept. Continuous	@EPA	Ongoing Due by the 30th of the specified months
	31(c)	91	Annual Report	January each year	@EPA	Ongoing Included with 31(a) each Year
Section IV NOTICES	35	92	CO contacts		@EPA	Ongoing GWA Compliance report 06/29/2016
	36	93	Formal notices of change in CO contacts	Whenever specified staffing changes	@EPA	Ongoing GWA Compliance report 06/29/2016

GWA Work Session - May 21, 2019 - DIVISION REPORTS

GWA Utility Services Division Monthly Status Report Month ending April 27 2019

UTILITY SERVICES DIVISION ACTIVITIES:	WEEKLY AVERAGE	MARCH 2019 MONTHLY TOTAL	WEEK ENDING:	WEEK ENDING:	WEEK ENDING:	WEEK ENDING:	WEEKLY AVERAGE	APRIL 2019 MONTHLY TOTAL
	MARCH 2019		4/6/2019	4/13/2019	4/20/2019	4/27/2019	APRIL 2019	

Collections Unit

- Number of accounts cut for nonpayment:
- Number of accounts restored for nonpayment:
- Number of No water reports responded to:
- Number of Secure/Unsecure valve reports responded to:
- Number of Verify reads responded to:
- Number of new pay plans negotiated for **active** accounts :
- Number of active pay plans negotiated and ongoing :
- Number of **inactive** accounts with a payment arrangement:
- Number of broken payment plans:

180	719	101	54	110	125	98	390
164	655	116	48	90	109	91	363
3	10	1	5	5	3	4	14
4	15	1	3	4	4	3	12
0	0	0	0	0	0	0	0
212	849	208	218	191	216	208	833
2055		1829	1980	2101	2237	2037	
1		0	0	0	0	0	
92	366	121	67	70	80	85	338

Customer Service Unit

I. Service Delivery Points:

a. GBN Public Service Building – Fadjan

- Total Customers Assisted :
- Total Abandoned Requests :
- Average Wait Time:
- Average Service Time:
- Breakdown by request type:
 - Apply for water
 - Restore water cut for non payment
 - Terminate Water
 - Copy of Bill
 - Billing Dispute
 - Billing Dispute follow up
 - General Questions & Other
 - Report a water leak
 - Report water theft
 - Payment Arrangement

271	1084	297	236	241	249	256	1023
18	72	27	20	13	11	18	71
10 minutes		10 minutes	9 minutes	7 minutes	6 minutes	10 minutes	
11 minutes		13 minutes	8 minutes	11 minutes	15 minutes	11 minutes	

b. Julale Satellite Office – Hagatna

- Total Customers Assisted :
- Total Abandoned Requests :
- Average Wait Time:
- Average Service Time:
- Breakdown by request type:
 - Apply for water
 - Restore water cut for non payment
 - Terminate Water
 - Copy of Bill
 - Billing Dispute
 - Billing Dispute follow up
 - General Questions & Other
 - Report a water leak
 - Report water theft
 - Payment Arrangement

61	242	58	50	57	55	55	220
27	108	27	23	21	14	21	85
14	54	32	8	14	22	19	76
28	112	26	31	30	24	28	111
72	289	73	60	46	67	62	246
3	11	5	5	5	2	4	17
39	154	47	33	38	38	39	156
1	4	0	2	1	0	1	3
0	0	0	0	0	1	0	1
30	121	29	25	31	26	28	111

c. Upper Tumon Satellite Office – Upper Tumon

- Total Customers Assisted :
- Total Abandoned Requests :
- Average Wait Time:
- Average Service Time:
- Breakdown by request type:
 - Apply for water
 - Restore water cut for non payment
 - Terminate Water
 - Copy of Bill
 - Billing Dispute
 - Billing Dispute follow up
 - General Questions & Other
 - Report a water leak
 - Report water theft
 - Payment Arrangement

279	1115	310	240	260	244	264	1054
18	71	13	15	24	20	18	72
8 minutes		5 minutes	6 minutes	5 minutes	4 minutes	8 minutes	
10 minutes		7 minutes	8 minutes	8 minutes	8 minutes	10 minutes	

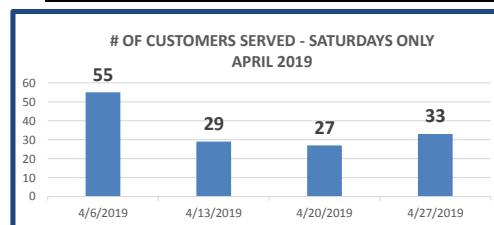
44	175	56	55	43	42	49	196
34	135	15	13	10	12	13	50
21	82	28	17	18	22	21	85
60	240	58	68	64	69	65	259
70	278	89	54	64	59	67	266
2	9	5	3	3	1	3	12
28	113	17	14	29	19	20	79
1	3	0	0	3	1	1	4
0	0	0	0	1	0	0	1
30	119	52	34	40	36	41	162

394	1575	422	278	318	343	340	1361
30	120	7	20	9	3	10	39
14 minutes		16 minutes	11 minutes	6 minutes	8 minutes	14 minutes	
11 minutes		10 minutes	9 minutes	13 minutes	12 minutes	11 minutes	

77	308	100	79	66	63	77	308
64	257	35	14	29	32	28	110
31	124	35	21	22	28	27	106
67	267	69	66	51	74	65	260
119	476	129	119	79	93	105	420
6	23	6	4	2	2	4	14
59	235	44	47	43	66	50	200
5	19	3	2	0	2	2	7
0	0	0	1	0	1	1	2
42	166	50	49	36	52	47	187

GWA Utility Services Division
Monthly Status Report
Month ending April 27 2019

UTILITY SERVICES DIVISION ACTIVITIES:	WEEKLY AVERAGE MARCH 2019	MARCH 2019 MONTHLY TOTAL	WEEK ENDING: 4/6/2019	WEEK ENDING: 4/13/2019	WEEK ENDING: 4/20/2019	WEEK ENDING: 4/27/2019	WEEKLY AVERAGE APRIL 2019	APRIL 2019 MONTHLY TOTAL
d. Customer Call Center								
i. Calls Recieved :	1763	7050	1457	1282	1613	1309	1415	5661
ii. Calls Immediately Answered :	766	3064	786	595	746	717	711	2844
iii. Calls Abandoned	74	296	49	50	63	47	52	209
iv. Calls Handled by Voice mail:	921	3684	620	636	803	545	651	2604
v. Average duration of calls answered	4 MINUTES		5 MINUTES	4 MINUTES	4 MINUTES	7 MINUTES	5 MINUTES	
vi. Breakdown by request type:								
1. Apply/Terminate info.	20	78	20	14	26	34	24	94
2. Automated Telephone Call	10	41	2	1	0	1	1	4
3. Balance Inquiry	101	402	92	89	91	95	92	367
4. Call Back	52	208	46	65	31	31	43	173
5. Dispatch	24	94	42	37	37	34	38	150
6. Dispute	12	49	5	2	0	1	2	8
7. Follow up	83	331	80	77	98	67	81	322
8. General Questions & Other	144	577	191	160	153	180	171	684
9. GWA Staff	85	338	97	78	74	85	84	334
10. No Water	39	156	23	9	43	23	25	98
11. Online/Phone App Help	18	72	18	19	9	20	17	66
12. Pay by Phone	115	459	159	94	119	134	127	506
13. Pay Plan	64	254	64	68	59	66	64	257
14. Restore Non-payment	47	186	29	8	29	24	23	90
15. Secure/Unsecure Valve	11	42	8	23	15	7	13	53
16. Voice Mail	85	339	78	79	55	85	74	297
17. Water leak	9	34	9	5	16	6	9	36
e. Customer Emails:								
i. Emails Recieved :								
1. customers@guamwaterworks.org	45	181	53	45	42	32	43	172
Breakdown by request type (email):								
a. Apply for water	2	6	2	1	2	1	2	6
b. Terminate Water	2	6	1	1	0	2	1	4
c. Copy of Bill	2	7	1	4	0	0	1	5
d. Billing Dispute & follow up	16	65	15	10	4	6	9	35
e. General Questions & Other	18	73	21	22	25	19	22	87
f. Report a water leak	3	11	4	1	3	2	3	10
g. Report water theft	0	1	1	0	1	0	1	2
h. Online services inquiry	3	12	8	6	7	2	6	23
2. gwaservesme@guamwaterworks.org (realtors and prop mgrs):	0	0	0	0	0	0	0	0
ii. Emails Replied (both):	37	147	49	43	39	28	40	159
f. Saturday Services: 9AM TO 1PM ONLY								
i. VISITS: Breakdown by request type:								
1. Apply for water	6		6	3	2	8	5	
2. Restore water cut for non payment	4		1	1	0	1	1	
3. Terminate Water	3		2	3	1	2	2	
4. Copy of Bill	10		16	11	8	7	11	
5. Billing Dispute	10		14	8	7	7	9	
6. Billing Dispute follow up	1		0	0	0	0	0	
7. General Questions & Other	6		3	1	4	5	3	
8. Report a water leak	1		0	0	1	1	1	
9. Report water theft	0		0	0	0	0	0	
10. Payment Arrangement	5		13	2	4	2	5	



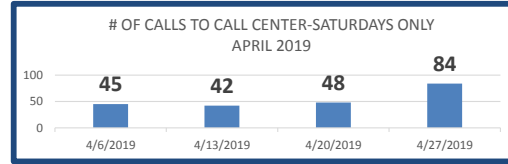
GWA Work Session - May 21, 2019 - DIVISION REPORTS

GWA Utility Services Division Monthly Status Report Month ending April 27 2019

UTILITY SERVICES DIVISION ACTIVITIES:	WEEKLY AVERAGE MARCH 2019	MARCH 2019 MONTHLY TOTAL	WEEK ENDING: 4/6/2019	WEEK ENDING: 4/13/2019	WEEK ENDING: 4/20/2019	WEEK ENDING: 4/27/2019	WEEKLY AVERAGE APRIL 2019	APRIL 2019 MONTHLY TOTAL

ii. CALLS TO CALL CENTER (Saturday services only):

4/6/2019	4/13/2019	4/20/2019	4/27/2019
45	42	48	84



Dispute Resolution & Document Control

I. Dispute Resolution:

- Number of disputed accounts resolved:
- Number of disputed accounts under review:

II. Document Control:

- Number of field activities posted :
- Number of field activities pending:

		4/6/2019	4/13/2019	4/20/2019	4/27/2019		
	49	194	29	24	43	11	27
	1705	6820	1713	1713	1673	1759	1715

487	1948	473	574	632	595	569	2274
754	3016	683	698	607	479	617	2467

Disconnect/Reconnect Unit

I. Number of field activities received:

II. Number of field activities completed:

III. Number of field activities pending field action:

251	1004	357	261	226	214	265	1058
316	1264	367	266	251	243	282	1127
1	5	5	3	4	6	5	18

Meter Reading Unit

I. Number of meters read:

- Electronically Read Meters:
- Manually Read Meters:

- Unread meters (Meters scheduled to be read but not read):
- Number of data logs received:
- Number of data logs retrieved:
- Number of data logs pending field action:
- Communication Errors/Reprogramming requests:
- Number of estimated readings (for the week):

vii. Reasons for Estimations:

- Cant locate meter:
- Temporary Obstruction
- Vicious Dog
- Flooded meter
- Corrective action requested (database corrections needed)
- Possible changed out meter:
- Communication/Programming error (code 92's):
- Other:
- Leaks detected on customer's private line:
- Reverse Flow Detected
- No Usage Detected
- Tamper Code

c. Electronic Read Percentage:

		4/6/2019	4/13/2019	4/20/2019	4/27/2019		
10515	42059	6606	8747	13623	10241	9804	39217
30	119	14	26	49	43	33	132
29	117	24	17	28	11	20	80
33	130	37	29	28	24	30	118
40	159	65	30	28	23	37	146
2	8	0	0	0	1	0.25	1
4	16	8	2	2	4	4	16
2113	8450	224	17	28	11	70	280

0	3	0	0	0	2	0	2
5	12	1	3	0	1	5	5
2	0	1	2	0	0	2	3
1	3	1	0	1	0	1	2
0	0	11	10	32	25	0	78
8	101	20	18	30	7	8	75
2	2	1	0	0	1	2	2
13	10	3	0	3	0	13	6
1000	5262	857	1191	2019	1252	1000	5319
122	645	24	94	70	245	122	433
28	2340	329	428	687	496	28	1940
518	72	0	0	0	11	518	11
99%		99.8%	99.7%	99.6%	99.6%	99%	

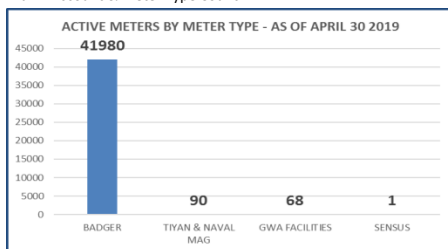
Revenue Protection Unit

I. Number of Inactive Still Consuming Reports rec'd & investigated:

II. Number of Illegal Connection reports rec'd & investigated:

III. Meter Replacement Project – Post 2010 Metron Farmer & Sensus Status Report :

a. Account & Meter Type Count :



1	2	0	2	0	1	1	3
1	3	0	1	3	1	1	5

**GUAM WATERWORKS AUTHORITY
APRIL 30, 2019
FINANCIAL AND RELATED REPORTS
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GUAM WATERWORKS AUTHORITY
Balance Sheet
April 30, 2019

SCHEDULE A

ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	Unaudited April 30, 2019	Audited September 30, 2018	Increase (Decrease)
<u>Current Assets</u>			
Cash			
Unrestricted (Schedule F)	6,859,806	3,094,379	3,765,427
Restricted Funds (Schedule F)	85,622,539	84,228,994	1,393,545
Accounts Receivable Trade, Net of Allowance for Doubtful Receivables of \$6,794,660 at Apr 30, 2019 and \$5,516,074 at Sep 30, 2018	13,317,902	16,610,663	(3,292,762)
Federal Receivable	1,210,934	3,837,146	(2,626,212)
Other Receivable	1,834,786	1,330,800	503,986
Materials & Supplies Inventory, Net of Allowance for Obsolescence of \$64,131 at Apr 30, 2019 and \$64,131 at Sep 30, 2018	3,148,369	3,342,557	(194,188)
Total Current Assets	111,994,335	112,444,539	(450,204)
<u>Property, Plant and Equipment</u>			
Utility plant in service			
Water system	350,956,593	348,812,303	2,144,290
Wastewater system	300,407,082	300,053,427	353,655
Non-utility property	22,034,748	21,720,023	314,725
Total property	673,398,423	670,585,753	2,812,670
Less Accumulated Depreciation	(315,332,902)	(303,019,447)	(12,313,455)
Land	3,861,120	3,681,120	180,000
Construction Work in Progress	220,455,642	178,443,926	42,011,716
Property, Plant and Equipment, net	582,382,283	549,691,352	32,690,931
<u>Other noncurrent assets</u>			
Restricted cash (Schedule F)	129,610,792	159,753,667	(30,142,874)
Investments (Schedule F)	48,499,353	43,097,913	5,401,440
Other Prepaid Expenses	558,635	677,828	(119,193)
Total other noncurrent assets	178,668,780	203,529,408	(24,860,627)
Total Assets	873,045,399	865,665,299	7,380,099
Deferred outflows of resources			
Debt defeasance due to bond refunding	12,324,050	12,810,787	(486,738)
Deferred outflows from pension	4,233,575	4,220,075	13,500
Deferred outflows from OPEB	9,070,814	9,070,814	-
Total Assets and Deferred Outflows of Resources	898,673,837	891,766,975	6,906,862
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET ASSETS			
<u>Current Liabilities</u>			
Current maturities of long-term debt			
Series 2010 Bond	1,800,000	1,800,000	-
Series 2014 Refunding	3,620,000	3,620,000	-
Series 2017 Refunding	295,000	295,000	-
Notes Payable	3,303,154	3,203,870	99,285
Accounts Payable -Trade	5,285,228	5,442,000	(156,772)
Interest Payable	8,551,138	6,427,669	2,123,470
Accrued Payroll and Employee Benefits	1,279,356	1,608,219	(328,863)
Accrued Annual Leave	1,063,622	1,059,161	4,461
Current portion of employee annual leave	610,389	607,382	3,007
Contractors' Payable	12,065,345	25,680,792	(13,615,447)
Customer and Other Deposits	2,155,826	2,131,242	24,584
Other Liabilities	73,032	106,997	(33,965)
Total Current Liabilities	40,102,091	51,982,331	(11,880,240)
<u>Long Term Debt, less current maturities</u>			
Series 2010 Revenue Bond	1,895,000	1,895,000	-
Series 2013 Revenue Bond	172,630,000	172,630,000	-
Series 2014 Refunding Bond	68,900,000	68,900,000	-
Series 2016 Revenue Bond	143,310,000	143,310,000	-
Series 2017 Refunding Bond	107,365,000	107,365,000	-
Unamortized Bond Premium/Discount	32,462,656	33,300,619	(837,962)
Notes Payable	374,067	2,325,154	(1,951,087)
Net pension liability	45,451,352	45,451,352	-
Net OPEB obligation	88,950,661	88,950,661	-
Employee Annual Leave, Less Current Portion	826,194	822,821	3,373
Total Liabilities	702,267,022	716,932,938	(14,665,916)
Deferred inflows of resources:			
Deferred inflows from pension	1,870,114	1,857,164	12,950
Deferred inflows from OPEB	8,741,900	8,741,900	-
Total Liabilities and Deferred Inflows of Resources	712,879,036	727,532,002	(14,652,966)
Net Assets	185,794,801	164,234,973	21,559,828
Total Liabilities, Deferred Inflows of Resources and Net Assets	898,673,837	891,766,975	6,906,862

GWA Work Session - May 21, 2019 - DIVISION REPORTS

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings
Comparative Budget vs. Actual for the period ending April 30, 2019

SCHEDULE B

	Month to Date		Variance
	Budget	Actual (Unaudited)	Favorable /
	April-19	April-19	(Unfavorable)
OPERATING REVENUES			
Water Revenues	5,813,246	5,517,244	(296,002)
Wastewater Revenues	3,247,265	3,316,945	69,680
Legislative Surcharge	294,667	288,310	(6,357)
Other Revenues	38,254	47,670	9,416
System Development Charge	97,773	103,156	5,383
Total Operating Revenues	9,491,205	9,273,325	(217,879)
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	687,577	429,303	258,274
Power Purchases	1,231,315	1,231,315	0
Total Utility Costs	1,918,892	1,660,618	258,274
Salaries and Wages	1,782,365	1,778,189	4,176
Pension and Benefits	562,238	561,686	551
Total Salaries and Benefits	2,344,603	2,339,876	4,727
Capitalized Labor and Benefits	(308,333)	(308,333)	(0)
Net Salaries and Benefits	2,036,269	2,031,543	4,727
Administrative and General Expenses			
Sludge removal	104,771	104,377	394
Chemicals	117,801	116,979	823
Materials & Supplies	188,606	186,736	1,870
Transportation	106,648	105,969	679
Communications	15,054	14,703	351
Claims	8,417	5,527	2,889
Insurance	79,461	75,172	4,289
Training & Travel	9,417	8,758	658
Advertising	19,500	19,036	464
Miscellaneous	81,632	68,713	12,919
Regulatory Expense	29,029	28,639	390
Bad Debts Provision	189,148	189,105	43
Total Administrative and General Expense	949,483	923,715	25,768
Depreciation Expense	1,759,065	1,759,065	(0)
Contractual Expense			
Audit & Computer Maint.	58,783	54,885	3,899
Building rental	38,361	35,211	3,150
Equipment rental	130,980	130,442	538
Legal	512	-	512
Laboratory	8,862	7,147	1,715
Other	213,458	186,152	27,305
Total Contractual Expense	450,956	413,836	37,120
Retiree Supp. Annuities and health care costs	249,871	234,721	15,150
Contribution to Government of Guam	51,975	50,000	1,975
Total Retiree Benefits	301,846	284,721	17,125
Total Operating Expenses	7,416,512	7,073,498	343,013
Earnings (Loss) from Operations	2,074,693	2,199,827	125,134
Interest Income-2010/13/14/16/17 Series Bond	84,943	373,098	288,155
Interest Income-Other Funds	13,856	83,571	69,715
Interest Income-SDC	2,072	16,732	14,661
Interest Expense- 2010/13/14/16/17 Series Bond	(2,387,785)	(2,137,785)	250,000
Interest Expense- ST BOG	(19,762)	(19,283)	479
Federal Expenditures	-	-	-
Loss on Asset Disposal	-	-	-
AFUDC	1,157,306	1,157,306	0
Amortization of Discount, Premium and Issuance Costs	(17,798)	119,709	137,507
Defeasance due to bond refunding	(16,201)	(69,534)	(53,333)
Deferred outflows from pension	-	-	-
Prior Year Adjustment	-	(1,865)	(1,865)
Total non-operating revenues (expenses)	(1,183,369)	(478,049)	705,320
Net Income (Loss) before capital contributions	891,324	1,721,778	830,454
Capital Contributions			
Grants from US Government	5,533,205	806,639	(4,726,566)
Grants from GovGuam & Others	-	9,432	9,432
Total Capital Contributions	5,533,205	816,071	(4,717,134)
Change in Net Assets	6,424,529	2,537,849	(3,886,680)
Debt Service Calculation			
Earnings From Operations	2,074,693	2,199,827	
System Development Charge	(97,773)	(103,156)	
Retiree COLA	51,975	50,000	
Interest/Investment Income	13,856	83,571	
Depreciation	1,759,065	1,759,065	
Balance Available for Debt Service per Section 6.12	3,801,817	3,989,308	
Working Capital Reserve Available for Debt Service	934,811	955,667	
Transfer to Working Capital- Debt Service Reserve	-	-	
Transfer to Working Capital- O&M Reserve	-	-	
Balance Available for Debt Service inclusive of reserves	4,736,628	4,944,975	
Debt Service			
Principal	476,250	476,250	
Interest	2,137,785	2,137,785	
Total	2,614,035	2,614,035	
Debt Service Coverage (1.25X)- per Section 6.12 (Indenture)	1.45	1.53	
Debt Service Coverage (1.75X) inclusive of reserves (PUC)	1.81	1.89	

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings
Comparative for the period ending April 30, 2019 and 2018

SCHEDULE C

	Month to Date		Variance
	Actual (Unaudited)	Actual (Audited)	Favorable /
	April-19	April-18	(Unfavorable)
OPERATING REVENUES			
Water Revenues	5,517,244	5,531,297	(14,053)
Wastewater Revenues	3,316,945	3,191,784	125,162
Legislative Surcharge	288,310	289,209	(899)
Other Revenues	47,670	43,294	4,376
System Development Charge	103,156	89,249	13,907
Total Operating Revenues	9,273,325	9,144,833	128,493
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	429,303	723,748	294,445
Power Purchases	1,231,315	1,223,874	(7,441)
Total Utility Costs	1,660,618	1,947,622	287,003
Salaries and Wages	1,778,189	1,464,423	(313,766)
Pension and Benefits	561,686	376,266	(185,420)
Total Salaries and Benefits	2,339,876	1,840,689	(499,186)
Capitalized Labor and Benefits	(308,333)	(296,147)	12,186
Net Salaries and Benefits	2,031,543	1,544,542	(487,000)
Administrative and General Expenses			
Sludge removal	104,377	125,638	21,260
Chemicals	116,979	182,625	65,647
Materials & Supplies	186,736	180,995	(5,741)
Transportation	105,969	64,001	(41,968)
Communications	14,703	14,756	52
Claims	5,527	10,803	5,276
Insurance	75,172	76,005	833
Training & Travel	8,758	22,652	13,894
Advertising	19,036	14,226	(4,811)
Miscellaneous	68,713	84,564	15,851
Regulatory Expense	28,639	22,121	(6,518)
Bad Debts Provision	189,105	180,246	(8,859)
Total Administrative and General Expense	923,715	978,632	54,917
Depreciation Expense	1,759,065	1,606,687	(152,378)
Contractual Expense			
Audit & Computer Maint.	54,885	58,815	3,930
Building rental	35,211	36,603	1,392
Equipment rental	130,442	89,207	(41,235)
Legal	-	-	-
Laboratory	7,147	34,441	27,294
Other	186,152	200,655	14,503
Total Contractual Expense	413,836	419,721	5,885
Retiree Supp. Annuities and health care costs	234,721	662,581	427,860
Contribution to Government of Guam	50,000	49,833	(167)
Total Retiree Benefits	284,721	712,414	427,693
Total Operating Expenses	7,073,498	7,209,618	136,120
Earnings (Loss) from Operations	2,199,827	1,935,214	264,613
Interest Income-2010/13/14/16/17 Series Bond	373,098	255,374	117,724
Interest Income-Other Funds	83,571	45,645	37,927
Interest Income-SDC	16,732	13,852	2,881
Interest Expense- 2010/13/14/16/17 Series Bond	(2,137,785)	(2,177,468)	39,683
Interest Expense- ST BOG	(19,283)	(30,702)	11,420
Federal Expenditures	-	(62,220)	62,220
Loss on Asset Disposal	-	(162,136)	162,136
AFUDC	1,157,306	1,041,766	115,540
Amortization of Discount, Premium and Issuance Costs	119,709	(42,691)	162,400
Defeasance due to bond refunding	(69,534)	(62,043)	(7,490)
Deferred outflows from pension	-	32,592	(32,592)
Prior Year Adjustment	(1,865)	13,219	(15,084)
Total non-operating revenues (expenses)	(478,049)	(1,134,813)	656,763
Net Income (Loss) before capital contributions	1,721,778	800,402	921,376
Capital Contributions			
Grants from US Government	806,639	1,244,712	(438,073)
Grants from GovGuam & Others	9,432	22,681	(13,249)
Total Capital Contributions	816,071	1,267,392	(451,321)
Change in Net Assets	2,537,849	2,067,794	470,055
Debt Service Calculation			
Earnings From Operations	2,199,827	1,935,214	
System Development Charge	(103,156)	(89,249)	
Retiree COLA	50,000	49,833	
Interest/Investment Income	83,571	45,645	
Depreciation	1,759,065	1,606,687	
Balance Available for Debt Service per Section 6.12	3,989,308	3,548,131	
Working Capital Reserve Available for Debt Service	955,667	945,164	
Transfer to Working Capital- Debt Service Reserve	-	-	
Transfer to Working Capital- O&M Reserve	-	-	
Balance Available for Debt Service inclusive of reserves	4,944,975	4,493,295	
Debt Service			
Principal	476,250	433,333	
Interest	2,137,785	1,794,910	
Total	2,614,035	2,228,243	
Debt Service Coverage (1.25X)- per Section 6.12 (Indenture)	1.53	1.59	
Debt Service Coverage (1.75X) inclusive of reserves (PUC)	1.89	2.02	

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GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings
Comparative Budget vs. Actual for the period ending April 30, 2019

SCHEDULE D

	Budget April-19	Year to Date Actual (Unaudited) April-19	Variance Favorable / (Unfavorable)
OPERATING REVENUES			
Water Revenues	40,692,725	39,224,496	(1,468,229)
Wastewater Revenues	22,730,855	22,565,877	(164,978)
Legislative Surcharge	2,062,668	2,056,705	(5,963)
Other Revenues	267,777	323,556	55,779
System Development Charge	684,408	441,706	(242,702)
Total Operating Revenues	66,438,432	64,612,340	(1,826,092)
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	4,813,040	3,521,149	1,291,892
Power Purchases	8,619,206	8,517,869	101,337
Total Utility Costs	13,432,246	12,039,017	1,393,229
Salaries and Wages	12,476,556	11,594,886	881,669
Pension and Benefits	3,935,664	3,666,645	269,019
Total Salaries and Benefits	16,412,220	15,261,531	1,150,688
Capitalized Labor and Benefits	(2,158,333)	(2,158,333)	(0)
Net Salaries and Benefits	14,253,886	13,103,198	1,150,688
Administrative and General Expenses			
Sludge removal	895,399	872,241	23,158
Chemicals	1,122,610	1,121,638	972
Materials & Supplies	1,156,239	1,096,799	59,440
Transportation	359,533	359,438	95
Communications	105,379	84,447	20,932
Claims	58,917	41,426	17,491
Insurance	556,226	526,240	29,986
Training & Travel	212,916	99,928	112,988
Advertising	87,500	59,333	28,167
Miscellaneous	648,422	594,244	54,178
Regulatory Expense	175,203	110,349	64,854
Bad Debts Provision	1,279,038	1,278,515	522
Total Administrative and General Expense	6,657,382	6,244,598	412,783
Depreciation Expense	12,313,455	12,313,455	(0)
Contractual Expense			
Audit & Computer Maint.	411,483	322,217	89,267
Building rental	268,527	246,475	22,051
Equipment rental	682,857	682,025	833
Legal	3,585	-	3,585
Laboratory	244,037	146,106	97,930
Other	1,535,203	1,534,499	704
Total Contractual Expense	3,145,691	2,931,322	214,369
Retiree Supp. Annuities and health care costs	1,749,096	1,658,356	90,740
Contribution to Government of Guam	363,825	350,000	13,825
Total Retiree Benefits	2,112,921	2,008,356	104,565
Total Operating Expenses	51,915,581	48,639,946	3,275,635
Earnings (Loss) from Operations	14,522,851	15,972,393	1,449,542
Interest Income-2010/13/14/16/17 Series Bond	594,601	2,407,071	1,812,470
Interest Income-Other Funds	96,993	476,233	379,240
Interest Income-SDC	14,503	103,651	89,148
Interest Expense- 2010/13/14/16/17 Series Bond	(16,714,492)	(14,964,492)	1,750,000
Interest Expense- ST BOG	(138,334)	(128,883)	9,451
Federal Expenditures	-	-	-
Loss on Asset Disposal	-	-	-
AFUDC	8,101,139	8,101,139	0
Amortization of Discount, Premium and Issuance Costs	(124,585)	837,962	962,548
Defeasance due to bond refunding	(113,407)	(486,738)	(373,331)
Deferred outflows from pension	-	-	-
Prior Year Adjustment	-	(284,709)	(284,709)
Total non-operating revenues (expenses)	(8,283,582)	(3,938,765)	4,344,818
Net Income (Loss) before capital contributions	6,239,269	12,033,629	5,794,360
Capital Contributions			
Grants from US Government	38,732,435	9,464,888	(29,267,547)
Grants from GovGuam & Others	-	61,311	61,311
Total Capital Contributions	38,732,435	9,526,199	(29,206,236)
Change in Net Assets	44,971,704	21,559,828	(23,411,876)
Debt Service Calculation			
Earnings From Operations	14,522,851	15,972,393	
System Development Charge	(684,408)	(441,706)	
Retiree COLA	363,825	350,000	
Interest/Investment Income	96,993	476,233	
Depreciation	12,313,455	12,313,455	
Balance Available for Debt Service per Section 6.12	26,612,717	28,670,376	
Working Capital Reserve Available for Debt Service	6,543,678	6,689,668	
Transfer to Working Capital- Debt Service Reserve	-	-	
Transfer to Working Capital- O&M Reserve	-	-	
Balance Available for Debt Service inclusive of reserves	33,156,395	35,360,044	
Debt Service			
Principal	3,333,750	3,333,750	
Interest	14,964,492	14,964,492	
Total	18,298,242	18,298,242	
Debt Service Coverage (1.25X)- per Section 6.12 (Indenture)	1.45	1.57	
Debt Service Coverage (1.75X) inclusive of reserves (PUC)	1.81	1.93	

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings
Comparative for the period ending April 30, 2019 and 2018

SCHEDULE E

	Year to Date		Variance
	Actual (Unaudited)	Actual (Audited)	Favorable /
	April-19	April-18	(Unfavorable)
OPERATING REVENUES			
Water Revenues	39,224,496	38,719,079	505,417
Wastewater Revenues	22,565,877	22,342,486	223,391
Legislative Surcharge	2,056,705	2,024,463	32,242
Other Revenues	323,556	303,059	20,497
System Development Charge	441,706	624,741	(183,036)
Total Operating Revenues	64,612,340	64,013,828	598,512
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	3,521,149	5,066,235	1,545,086
Power Purchases	8,517,869	8,567,117	49,248
Total Utility Costs	12,039,017	13,633,352	1,594,335
Salaries and Wages	11,594,886	10,250,963	(1,343,923)
Pension and Benefits	3,666,645	2,633,862	(1,032,783)
Total Salaries and Benefits	15,261,531	12,884,825	(2,376,706)
Capitalized Labor and Benefits	(2,158,333)	(2,073,029)	85,304
Net Salaries and Benefits	13,103,198	10,811,796	(2,291,402)
Administrative and General Expenses			
Sludge removal	872,241	879,465	7,223
Chemicals	1,121,638	1,278,378	156,741
Materials & Supplies	1,096,799	1,266,964	170,165
Transportation	359,438	448,006	88,568
Communications	84,447	103,289	18,842
Claims	41,426	75,624	34,198
Insurance	526,240	532,035	5,796
Training & Travel	99,928	158,565	58,637
Advertising	59,333	99,580	40,247
Miscellaneous	594,244	591,949	(2,295)
Regulatory Expense	110,349	154,848	44,499
Bad Debts Provision	1,278,515	1,261,721	(16,795)
Total Administrative and General Expense	6,244,598	6,850,423	605,825
Depreciation Expense	12,313,455	11,246,812	(1,066,643)
Contractual Expense			
Audit & Computer Maint.	322,217	411,705	89,488
Building rental	246,475	256,221	9,745
Equipment rental	682,025	624,448	(57,577)
Legal	-	-	-
Laboratory	146,106	241,089	94,983
Other	1,534,499	1,404,584	(129,915)
Total Contractual Expense	2,931,322	2,938,047	6,725
Retiree Supp. Annuities and health care costs	1,658,356	4,638,064	2,979,708
Contribution to Government of Guam	350,000	348,833	(1,167)
Total Retiree Benefits	2,008,356	4,986,897	2,978,542
Total Operating Expenses	48,639,946	50,467,327	1,827,381
Earnings (Loss) from Operations	15,972,393	13,546,500	2,425,893
Interest Income-2010/13/14/16/17 Series Bond	2,407,071	1,787,619	619,452
Interest Income-Other Funds	476,233	319,514	156,720
Interest Income-SDC	103,651	96,962	6,689
Interest Expense- 2010/13/14/16/17 Series Bond	(14,964,492)	(15,242,274)	277,782
Interest Expense- ST BOG	(128,883)	(214,916)	86,033
Federal Expenditures	-	(435,542)	435,542
Loss on Asset Disposal	-	(1,134,951)	1,134,951
AFUDC	8,101,139	7,292,365	808,774
Amortization of Discount, Premium and Issuance Costs	837,962	(298,839)	1,136,801
Defeasance due to bond refunding	(486,738)	(434,304)	(52,433)
Deferred outflows from pension	-	228,144	(228,144)
Prior Year Adjustment	(284,709)	92,533	(377,242)
Total non-operating revenues (expenses)	(3,938,765)	(7,943,689)	4,004,924
Net Income (Loss) before capital contributions	12,033,629	5,602,811	6,430,817
Capital Contributions			
Grants from US Government	9,464,888	8,712,982	751,906
Grants from GovGuam & Others	61,311	158,764	(97,452)
Total Capital Contributions	9,526,199	8,871,746	654,453
Change in Net Assets	21,559,828	14,474,557	7,085,271
Debt Service Calculation			
Earnings From Operations	15,972,393	13,546,500	
System Development Charge	(441,706)	(624,741)	
Retiree COLA	350,000	348,833	
Interest/Investment Income	476,233	319,514	
Depreciation	12,313,455	11,246,812	
Balance Available for Debt Service per Section 6.12	28,670,376	24,836,918	
Working Capital Reserve Available for Debt Service	6,689,668	6,616,147	
Transfer to Working Capital- Debt Service Reserve	-	-	
Transfer to Working Capital- O&M Reserve	-	-	
Balance Available for Debt Service inclusive of reserves	35,360,044	31,453,066	
Debt Service			
Principal	3,333,750	3,033,333	
Interest	14,964,492	12,564,370	
Total	18,298,242	15,597,703	
Debt Service Coverage (1.25X)- per Section 6.12 (Indenture)	1.57	1.59	
Debt Service Coverage (1.75X) inclusive of reserves (PUC)	1.93	2.02	

GUAM WATERWORKS AUTHORITY
Restricted and Unrestricted Cash Summary
FY2019

SCHEDULE F

Description	Unaudited April 30, 2019	Audited September 30, 2018	Increase (Decrease)
UNRESTRICTED			
Change Fund	2,000	2,000	-
Petty Cash	5,000	5,000	-
BOG Deposit Accounts	6,852,806	3,087,379	3,765,427
Sub-total Unrestricted	6,859,806	3,094,379	3,765,427
RESTRICTED			
ANZ Bank	1,103	(0)	1,103.01
Bank Pacific	40,954	11,864	29,090
Bank of Hawaii	108,100	189,144	(81,045)
Community First FCU	15,476	4,392	11,084
First Hawaiian Bank	84,923	22,105	62,818
Bank Pacific Surcharge	525,110	298,898	226,212
Bank Pacific Escrow Deposit	660,748	660,254	494
BOG Customer Refunds	1,874,556	1,860,120	14,436
BOG Emergency Reserve Fund	6,233	6,229	4
BOG Sewer Hookup Revolving Fund	66,364	65,499	864
BOG Subordinate Security Fund	859,233	859,233	-
BOG Operation and Maintenance Fund	3,083,482	3,083,482	-
BOG OMRRRF Fund	17,423,213	17,423,213	-
BOG Revenue Trust	390,665	360,569	30,096
BOG Revenue Trust Fund	7,483,173	6,535,779	947,394
BOG Capital Improvement Revenue Fund	6,311,246	1,582,278	4,728,967
BOG O & M Reserve	13,817,972	13,666,109	151,862
BOG Debt Service Reserve	11,468,002	11,341,967	126,036
BOG CapEx Fund	11,504,050	16,073,011	(4,568,961)
	75,724,603	74,044,146	1,680,456
BOG - SDC Deposit	2,647,936	2,934,848	(286,912)
BOG - SDC CDs	7,250,000	7,250,000	-
Total SDC	9,897,936	10,184,848	(286,912)
Total Restricted	85,622,539	84,228,994	1,393,544
Reserve Funds			
BOG Series 13 Construction Fund	22,934,313	36,222,062	(13,287,749)
BOG Series 14 Refunding Construction Fund	750,140	741,895	8,244
BOG Series 16 Construction Fund	99,146,669	116,036,000	(16,889,331)
BOG Series 17 Refunding Construction Fund	6,779,671	6,753,709	25,962
Total Restricted - Held by Trustee	129,610,792	159,753,667	(30,142,874)
USB Series 2013 Debt Service Fund	3,164,331	2,360,451	803,880
USB Series 2013 Debt Service Reserve Fund	12,031,688	12,031,688	-
USB Series 2014 Refunding Debt Service Fund	4,272,543	1,833,235	2,439,308
USB Series 2014 Refunding Debt Service Reserve Fund	7,803,567	7,972,243	(168,676)
USB Series 2016 Debt Service Fund	2,422,759	1,805,556	617,203
USB Series 2016 Debt Service Reserve Fund	7,592,000	7,594,603	(2,603)
USB Series 2010 Debt Service Fund	1,578,839	503,751	1,075,088
USB Series 2017 Refunding Debt Service Reserve Fund	7,566,460	7,566,460	-
USB Series 2017 Debt Service Fund	2,067,166	1,429,927	637,240
Total Investments	48,499,353	43,097,913	5,401,440
Total Restricted and Unrestricted Cash	270,592,490	290,174,953	(19,582,463)

Guam Waterworks Authority
Accounts Receivable - Government (Active)
April 30, 2019

SCHEDULE G

A G I N G								
Customer Name	No of Accounts	Current	31-60 days	61-90 days	91-120 days	Over 120 days	Total	
GUAM INT'L AIRPORT AUTHORITY	8	\$ 26,293	\$ 25,220	\$ 50,132	\$ 29,529	\$ 226,350	\$	357,525
GUAM POWER AUTHORITY	24	141,255	-	-	-	-		141,255
GUAM MEMORIAL HOSPITAL AUTHORITY	3	38,470	34,228	28,255	2,054	-		103,008
UNIVERSITY OF GUAM	44	15,268	-	-	-	-		15,268
GUAM COMMUNITY COLLEGE	3	2,556	-	-	-	-		2,556
GUAM HOUSING & URBAN RENEWAL AUTHORITY	9	1,264	-	-	-	-		1,264
GUAM HOUSING CORPORATION	1	31	-	-	-	-		31
	92	\$ 225,136	\$ 59,448	\$ 78,387	\$ 31,583	\$ 226,350	\$	620,906
DEPT OF EDUCATION	55	\$ 329,418	\$ 173,048	\$ 37,869	\$ 15,489	\$ 2,368	\$	558,193
DEPT OF PUBLIC HEALTH & SOCIAL SERVICES	8	1,576	918	743	351	103,799		107,387
MAYORS COUNCIL OF GUAM	62	36,249	46,212	347	81	32		82,921
DEPT OF CORRECTIONS	8	72,846	107	-	-	-		72,954
DEPT OF PARKS & RECREATION	17	13,543	2,034	-	-	-		15,577
OFFICE OF THE GOVERNOR	2	13,344	-	-	-	-		13,344
GUAM FIRE DEPARTMENT	11	8,057	-	-	-	-		8,057
SANCTUARY INC	1	4,383	-	-	-	-		4,383
DEPT OF PUBLIC WORKS	11	2,200	-	-	-	-		2,200
DEPT OF MILITARY AFFAIRS/GUARNG	1	1,718	-	-	-	-		1,718
DEPT OF AGRICULTURE	6	1,477	-	-	-	-		1,477
DEPT OF YOUTH AFFAIRS	3	1,401	-	-	-	-		1,401
DEPT OF ADMINISTRATION	2	738	-	-	-	-		738
DIVISION OF SENIOR CITIZENS, DPH&SS	2	387	167	183	-	-		738
GUAM POLICE DEPARTMENT	8	414	-	-	-	-		414
DEPT OF MENTAL HEALTH	2	328	-	-	-	-		328
GUAM ENERGY OFFICE	1	81	83	38	79	-		281
THE OFFICE OF THE DEDEDO MAYOR	1	246	-	-	-	-		246
GUAM PUBLIC LIBRARY	6	140	-	-	-	-		140
GUAM VETERANS AFFAIRS OFFICE	2	124	-	-	-	-		124
MERIZO MAYOR	1	46	46	-	-	-		92
VIETNAM VETERAN OF AMERICA	1	34	-	-	-	-		34
	211	\$ 488,750	\$ 222,616	\$ 39,181	\$ 16,000	\$ 106,200	\$	872,747
Total April 30, 2019	303	\$ 713,886	\$ 282,065	\$ 117,569	\$ 47,583	\$ 332,550	\$	1,493,653
TOTAL September 30, 2018	326	\$ 793,948	\$ 424,797	\$ 324,413	\$ 190,444	\$ 975,977	\$	2,709,580
	-7%	-10%	-34%	-64%	-75%	-66%		-45%

Guam Waterworks Authority
System Development Charges Project Status
As of April 30, 2019

SCHEDULE H

PROJECT NAME	Available Project Funds	Total Expenditures	Total Outstanding Encumbrances	Total Expenditures and Encumbrances	Total Unobligated Funds
<u>SDC - Water</u>					
Central Guam Reservoirs		-	280,040	280,040	
Line Replacement Phase IV		-	256,937	256,937	
South Paulino Heights Waterline Upgrade		27,041	90,744	117,785	
	\$ 5,833,219	\$ 27,041	\$ 627,721	\$ 654,762	\$ 5,178,458
<u>SDC - Wastewater</u>					
Agat-Santa Rita Wastewater Treatment Plant Replacement		410,317	791,689	1,202,006	
Baza Gardens Wastewater Cross Island Pumping & Conveyance		550,310	515,537	1,065,847	
Route 4 Relief Sewerline Rehab & Replacement		-	399,869	399,869	
Northern WWTP (Land Purchase)		1,000,000	-	1,000,000	
Talofofo Sewer Improvement		-	241,142	241,142	
Umatac-Merizo Wastewater Treatment Plant Upgrade		-	248,979	248,979	
	\$ 5,968,785	\$ 1,960,628	\$ 2,197,215	\$ 4,157,843	\$ 1,810,942
Grand Totals	\$ 11,802,005	\$ 1,987,668	\$ 2,824,936	\$ 4,812,605	\$ 6,989,400

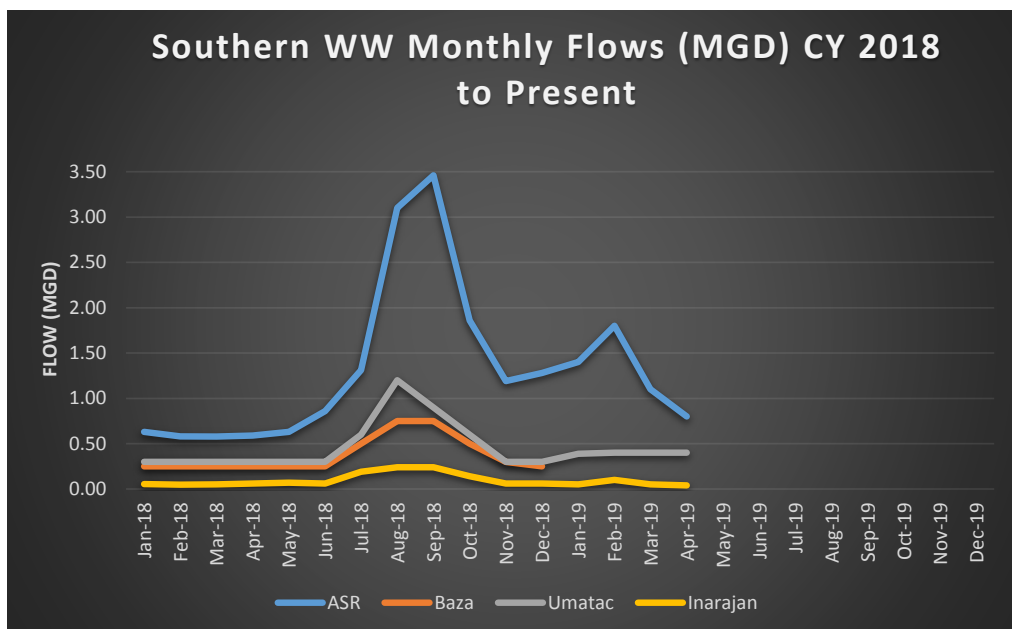
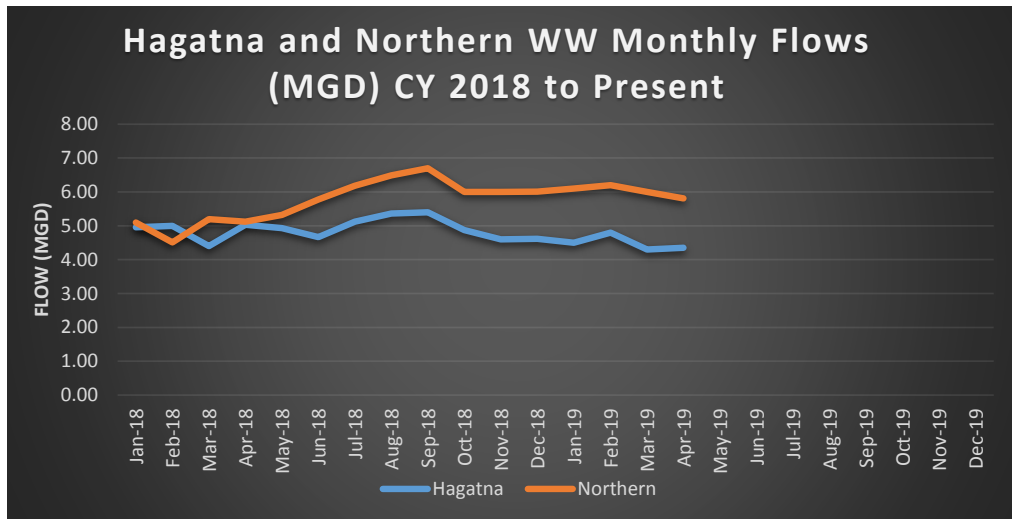
Future planned projects	2019
Water Wells	\$ 1,850,000
Water Dist Sys Pipe Replacement & Upgrades	1,850,000
WWTP Priority 1 Upgrades	1,000,000
Umatac Merizo STP Replacement	1,000,000
Wastewater Sewer System Expansion	1,000,000
	\$ 6,700,000

Wastewater Treatment Plant Average Monthly Flows Million Gallons Per Day

2017	Hagatna	Northern	ASR	Baza	Umatac	Inarajan
Jan-17	6.00	5.69	0.89	0.31	0.35	0.09
Feb-17	6.00	5.61	0.76	0.24	0.30	0.09
Mar-17	6.00	5.62	0.78	0.24	0.30	0.06
Apr-17	6.00	5.58	0.95	0.24	0.30	0.08
May-17	5.59	5.26	0.86	0.25	0.30	0.06
Jun-17	6.00	5.36	0.77	0.23	0.30	0.05
Jul-17	5.94	5.33	0.74	0.25	0.30	0.05
Aug-17	6.57	5.77	1.16	0.29	0.30	0.08
Sep-17	6.23	5.84	2.08	0.25	0.30	0.12
Oct-17	6.82	5.96	2.05	0.25	0.30	0.23
Nov-17	6.01	5.78	0.85	0.25	0.30	0.07
Dec-17	5.49	5.79	0.73	0.25	0.30	0.06
2017 Average MGD	6.05	5.63	1.05	0.25	0.30	0.09
2017 Total MGY	2,210	2,056	384	93	111	32

2018	Hagatna	Northern	ASR	Baza	Umatac	Inarajan
Jan-18	4.96	5.10	0.63	0.25	0.30	0.05
Feb-18	5.00	4.51	0.58	0.25	0.30	0.05
Mar-18	4.40	5.20	0.58	0.25	0.30	0.05
Apr-18	5.03	5.12	0.59	0.25	0.30	0.06
May-18	4.93	5.32	0.63	0.25	0.30	0.07
Jun-18	4.67	5.78	0.86	0.25	0.30	0.06
Jul-18	5.12	6.18	1.31	0.50	0.60	0.19
Aug-18	5.36	6.49	3.10	0.75	1.20	0.24
Sep-18	5.40	6.70	3.46	0.75	0.90	0.24
Oct-18	4.87	6.00	1.86	0.50	0.60	0.14
Nov-18	4.60	6.00	1.19	0.30	0.30	0.06
Dec-18	4.62	6.01	1.28	0.25	0.30	0.06
2018 Average MGD	4.91	5.70	1.34	0.38	0.48	0.11
2018 Total MGY	1,793	2,081	489	138	173	39

2019	Hagatna	Northern	ASR	Baza	Umatac	Inarajan
Jan-19	4.50	6.10	1.40		0.39	0.05
Feb-19	4.80	6.20	1.80		0.40	0.10
Mar-19	4.30	6.00	1.10		0.40	0.05
Apr-19	4.35	5.81	0.80		0.40	0.04
May-19						
Jun-19						
Jul-19						
Aug-19						
Sep-19						
Oct-19						
Nov-19						
Dec-19						
2018 Average MGD	4.49	6.03	1.28		0.40	0.06
2018 Total MGY	1,638	2,200	465	-	145	22

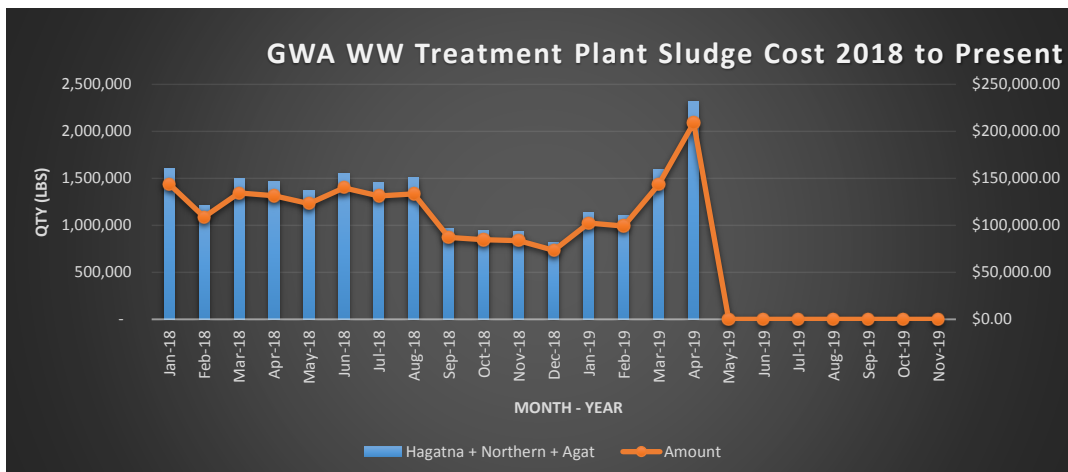
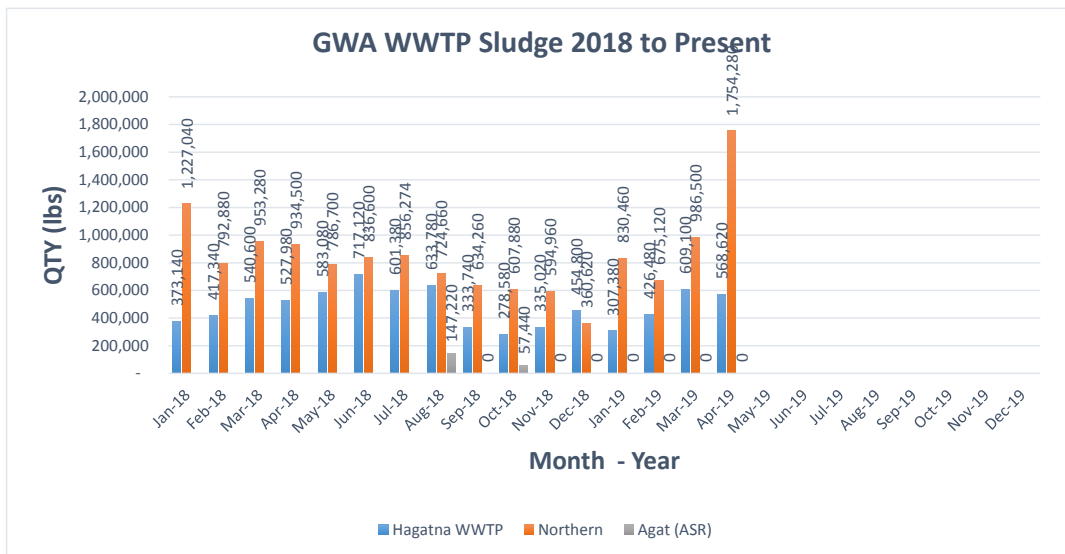


GWA Work Session - May 21, 2019 - DIVISION REPORTS

	ASR WWTP		Northern		Hagatna and Northern	
2018	Qty	Amount	Qty	Amount	Qty	Amount
Month- Yr	lbs	\$	lbs	\$	lbs	\$
Jan-18	247,440	\$22,269.60	1,283,000	\$115,470.00	1,530,440	\$137,739.60
Feb-18	282,180	\$25,396.20	920,480	\$82,843.20	1,202,660	\$108,239.40
Mar-18	497,660	\$44,789.40	880,780	\$79,270.20	1,378,440	\$124,059.60
Apr-18	577,246	\$51,952.14	796,560	\$71,690.40	1,373,806	\$123,642.54
May-18	660,840	\$59,475.60	859,260	\$77,333.40	1,520,100	\$136,809.00
Jun-18	505,160	\$45,464.40	913,760	\$82,238.40	1,418,920	\$127,702.80
Jul-18	462,420	\$41,617.80	1,423,168	\$128,085.12	1,885,588	\$169,702.92
Aug-18	694,420	\$62,497.80	690,200	\$62,118.00	1,384,620	\$124,615.80
Sep-18	341,020	\$30,691.80	981,280	\$88,315.20	1,322,300	\$119,007.00
Oct-18	474,020	\$42,661.80	846,180	\$76,156.20	1,320,200	\$118,818.00
Nov-18	500,020	\$45,001.80	968,260	\$87,143.40	1,468,280	\$132,145.20
Dec-18	584,809	\$52,632.81	810,960	\$72,986.40	1,395,769	\$125,619.21
Grand Total	5827235	\$524,451.15	11373888	\$1,023,649.92	17201123	\$1,548,101.07

	Hagatna WWTP		Northern		Agat (ASR)		Hagatna + Northern + Agat	
2018	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
Month- Yr	lbs	\$	lbs	\$	lbs	\$	lbs	\$
Jan-18	373,140	\$33,582.60	1,227,040	\$110,433.60			1,600,180	\$144,016.20
Feb-18	417,340	\$37,560.60	792,880	\$71,359.20			1,210,220	\$108,919.80
Mar-18	540,600	\$48,654.00	953,280	\$85,795.20			1,493,880	\$134,449.20
Apr-18	527,980	\$47,518.20	934,500	\$84,105.00			1,462,480	\$131,623.20
May-18	583,080	\$52,477.20	786,700	\$70,803.00			1,369,780	\$123,280.20
Jun-18	717,120	\$64,540.80	836,600	\$75,294.00			1,553,720	\$139,834.80
Jul-18	601,380	\$54,124.20	856,274	\$77,064.66			1,457,654	\$131,188.86
Aug-18	633,780	\$57,040.20	724,660	\$63,469.35	147,220	\$12,894.25	1,505,660	\$133,403.80
Sep-18	333,740	\$30,036.60	634,260	\$57,083.40	0	\$0.00	968,000	\$87,120.00
Oct-18	278,580	\$25,072.20	607,880	\$54,709.20	57,440	\$4,992.61	943,900	\$84,774.01
Nov-18	335,020	\$30,151.80	594,960	\$53,546.40	0	\$0.00	929,980	\$83,698.20
Dec-18	454,800	\$40,932.00	360,620	\$32,455.80	0	\$0.00	815,420	\$73,387.80
Grand Total	5,796,560	\$521,690.40	9,309,654	\$836,118.81	204,660	\$17,886.86	15310874	#####

	Hagatna WWTP		Northern		Agat (ASR)		Hagatna + Northern + Agat	
2019	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
Month- Yr	lbs	\$	lbs	\$	lbs	\$	lbs	\$
Jan-19	307,380	\$27,664.20	830,460	\$74,741.40	0	\$0.00	1,137,840	\$102,405.60
Feb-19	426,480	\$38,383.20	675,120	\$60,760.80	0	\$0.00	1,101,600	\$99,144.00
Mar-19	609,100	\$54,819.00	986,500	\$88,785.00	0	\$0.00	1,595,600	\$143,604.00
Apr-19	568,620	\$51,175.80	1,754,280	\$157,885.20	0	\$0.00	2,322,900	\$209,061.00
May-19		\$0.00		\$0.00		\$0.00	-	\$0.00
Jun-19		\$0.00		\$0.00		\$0.00	-	\$0.00
Jul-19		\$0.00		\$0.00		\$0.00	-	\$0.00
Aug-19		\$0.00		\$0.00		\$0.00	-	\$0.00
Sep-19		\$0.00		\$0.00		\$0.00	-	\$0.00
Oct-19		\$0.00		\$0.00		\$0.00	-	\$0.00
Nov-19		\$0.00		\$0.00		\$0.00	-	\$0.00
Dec-19		\$0.00		\$0.00		\$0.00	-	\$0.00
Grand Total	1,911,580	\$172,042.20	4,246,360	\$382,172.40	-	\$0.00	6157940	\$554,214.60





Guam Waterworks Authority

VEHICLE FLEET STATUS

5/13/2019

EQUIPMENT STATUS					SUMMARY						
Description	Number of Equipment	Number of Equipment Available	Number of Equipment Not Available	Percentage	Operational	Operational w/Rprs Pending	Not in Operation- Accident (Docs Pending)	Not in Operation- Assessment Pending	Not in Operation- Repairs Pending	Not in Operation- Vendor Repairs	Recommend Survey
Backhoe	4	1	3	25%	1	0	0	0	0	2	1
Bobcat	1	0	1	0%	0	0	0	0	0	0	1
Boom Truck	2	1	1	50%	1	0	0	0	0	0	1
Crane	1	1	0	100%	0	1	0	0	0	0	0
Dump Truck	3	1	2	33%	1	0	0	0	0	0	2
Flat Bed	0	0	0	#DIV/0!	0	0	0	0	0	0	0
Forklift	6	6	0	100%	6	0	0	0	0	0	0
Fuel Tanker	1	1	0	100%	1	0	0	0	0	0	0
Heavy Duty	8	7	1	88%	7	0	0	0	0	0	1
Hoist Rig	1	0	1	0%	0	0	0	1	0	0	0
Light	155	111	44	72%	106	5	0	1	8	9	26
Mini Backhoe	4	2	2	50%	2	0	0	0	0	2	0
Pumper Truck	1	1	0	100%	1	0	0	0	0	0	0
Skidster	1	0	1	0%	0	0	0	0	1	0	0
Sludge Truck	5	3	2	60%	3	0	0	0	0	2	0
Tow	0	0	0	0%	0	0	0	0	0	0	0
Tractor	2	2	0	100%	1	1	0	0	0	0	0
Tractor Mower	1	1	0	100%	1	0	0	0	0	0	0
Trailer	15	10	5	67%	10	0	0	0	3	1	1
Trencher	1	1	0	100%	1	0	0	0	0	0	0
Vaccon	1	1	0	100%	1	0	0	0	0	0	0
Vacuum Truck	2	0	2	0%	0	0	0	0	0	2	0
Water Buffalo	2	2	0	100%	2	0	0	0	0	0	0
Water Tanker	4	4	0	100%	4	0	0	0	0	0	0
Compressor	1	1	0	100%	1	0	0	0	0	0	0
Total	252	176	65		176	7	0	2	12	18	33

Guam Waterworks Authority		Date: 5/15/2019	 GUAM WATERWORKS AUTHORITY WATER DISTRIBUTION FACILITIES REPORT
		Time:	
REVIEWS			
TOTAL PUMPS INSTALLED	50	OVERALL AVERAGE	94%
TOTAL PUMPS OPERATIONAL	47	% OF OPERATING PUMPS	94%
TOTAL BOOSTER PUMP STATIONS	25		

Northern District													
NO:	FACILITY	PUMP HORSEPOWER	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY %	GENERATOR OPERATIONAL FAULT	ATS MANUAL/AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL, STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	PUMP AND MOTOR INVENTORY
1	Gaviner	20	2	2	100%	OP	A						
2	Mataquac	25	2	2	100%	OP	A						
3	Santa Rosa	15	2	2	100%	OP	A						
4	Hyundai	40	2	1	50%	OP	A	Pump # 1 requires pump and motor. Station undergoing renovation with new pumps installed.				Estimate completion for pump station renovation September 2019. New pumps will be installed.	
5	Access	60	2	2	100%	OP	A						
6	Chln. Palauan	5	2	1	50%	N/A		Pump # 2 offline, replacement required.				Estimated May 31st for completion.	
7	Nimitz Hill	7.5	2	2	100%	N/A							
8	Adawaq	1.5	1	1	100%	N/A							
9	Pale Kiren	1	1	1	100%	N/A							
10	Ullioa/Untalan	1	2	2	100%	OP	A						
11	Latte Heights	15	2	2	100%	OP	A						
	TOTAL = 11		20	18	90%								
pump availability =no of operational pumps/no of pumps*100%													

Central District													
NO:	FACILITY	PUMP HORSEPOWER	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY %	GENERATOR OPERATIONAL FAULT	ATS MANUAL/AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL, STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	UPDATES
1	Pago	150 / 100	3	3	100%	OP	A	All pumps operational.					
2	Brigade	60	3	3	100%	OP	A						
3	Windward Hills	200 / 75	3	3	100%	OP	A	All pumps operational.					
4	Santa Rita Spring	40	2	2	100%	OP	A						
5	Santa Ana (Lower)	25	2	2	100%	N/A		Pump # 1 is operational on manual.		Check valve for pump #1 not working properly.		Estimated completion for valve replacement is Mid June.	
6	Camacho	1	1	1	100%	N/A							
7	Tenorio	1.5	1	1	100%	N/A							
	TOTAL=7		15	15	100%								
pump availability =no of operational pumps/no of pumps*100%													

Southern District													
NO:	FACILITY	PUMP HORSEPOWER	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY %	GENERATOR OPERATIONAL FAULT	ATS MANUAL/AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL, STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	UPDATES
1	Maloljoj Line	125 / 50	3	3	100%	OP	A	All pumps operational.					
2	Geus	25	2	1	50%	OP	A	needs new timer		electrical sourcing parts		Estimated completion May 31st.	
3	Pigua	7.5	2	2	100%	N/A							
4	Toguan	25	2	2	100%	OP	A	Pump #1 bearings starting to make unusual noise. Need to make assessments				Inspection and removal scheduled for week of May 27th.	
5	WBP-2	25	2	2	100%	OP	A						
6	WBP-1	5	2	2	100%	OP	A						
7	Maloljoj Elevated	15	2	2	100%	OP	A						
	TOTAL=7		15	14	93%								
pump availability =no of operational pumps/no of pumps*100%													



WASTEWATER COLLECTIONS

MONTHLY REPORT

April 2019



CCTV INSPECTIONS AND SEWER CLEANING

April 2019

APR.01- APR.07	Team #1	Team #2	Vendor	Total
Feet Scheduled	6,535			6,535
Feet Completed	12,540.00			12540
Percent%	191.89%			192%

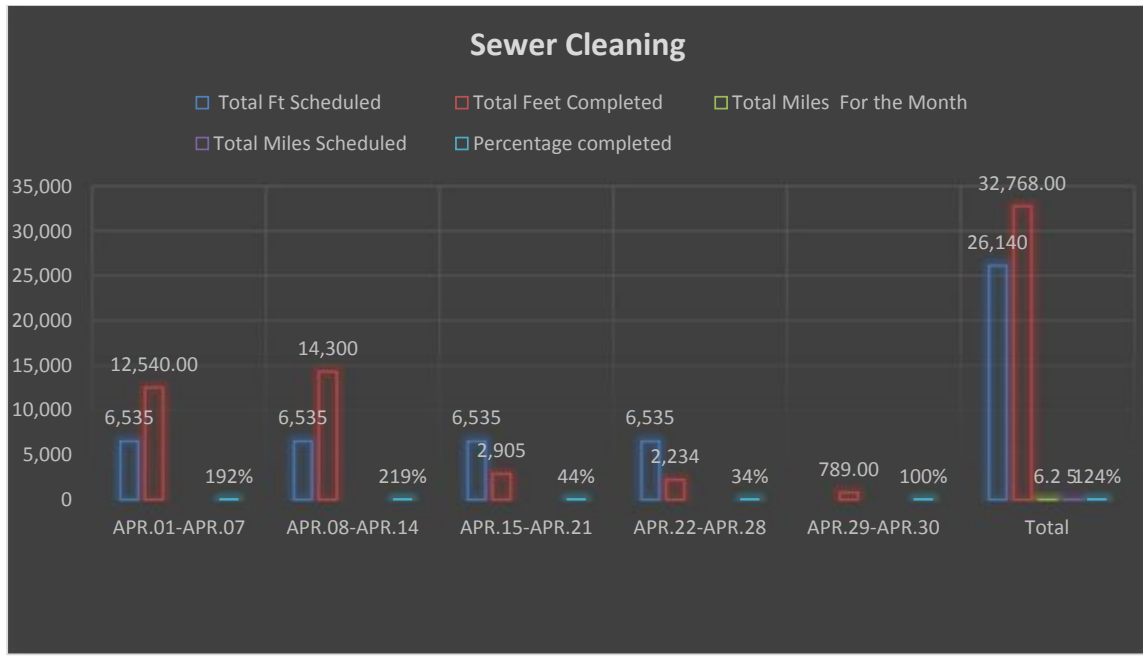
APR.08 - APR.14	Team #1	Team #2	Vendor	Total
Feet Scheduled	6,535			6,535
Feet Completed	14,300			14300
Percent%	219%			219%

APR.15 – APR.21	Team #1	Team #2	Vendor	Total
Feet Scheduled	6,535			6,535
Feet Completed	2,905			2905
Percent%	44%			44%

APR.22 – APR. 30	Team #1	Team #2	Vendor	Total
Feet Scheduled	6,535			6,535
Feet Completed	2234			2234
Percent%	34%			34%

	Team #1	Team #2	Vendor	Total
Feet Scheduled	789			789
Feet Completed	789			789
Percent%	100%			100%

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	EOY
SEWER CLEANING	5.20	6.93	4.5	6.2									



PUMPING STATION TROUBLE CALLS 2019

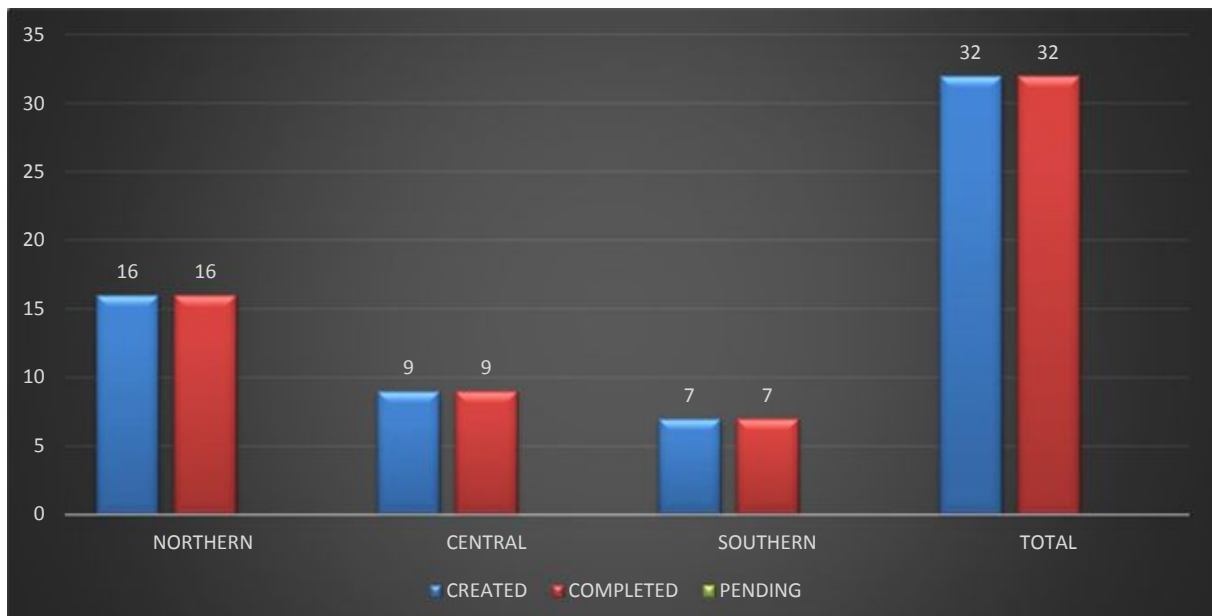
APR. 01 - APR. 07	CREATED	COMPLETED	PENDING
NORTHERN	4	4	0
CENTRAL	1	1	0
SOUTHERN	0	0	0
TOTAL	5	5	0

APR. 08 – APR. 14	CREATED	COMPLETED	PENDING
NORTHERN	2	2	0
CENTRAL	0	0	0
SOUTHERN	3	3	0
TOTAL	5	5	0

APR.15 – APR. 21	CREATED	COMPLETED	PENDING
NORTHERN	4	4	0
CENTRAL	4	4	0
SOUTHERN	0	0	0
TOTAL	8	8	0

APR. 22 – APR. 30	CREATED	COMPLETED	PENDING
NORTHERN	6	6	0
CENTRAL	4	4	0
SOUTHERN	4	4	0
TOTAL	14	14	0

APR.1-APR.30	CREATED	COMPLETED	PENDING
NORTHERN	16	16	0
CENTRAL	9	9	0
SOUTHERN	7	7	0
TOTAL	32	32	0



MAINTENANCE PREVENTIVE AND CORRECTIVE CALL OUTS

APR.01 2019	PREVENTIVE	CORRECTIVE
NORTHERN	0	1
CENTRAL	0	0
SOUTHERN	12	1
TOTAL	12	2

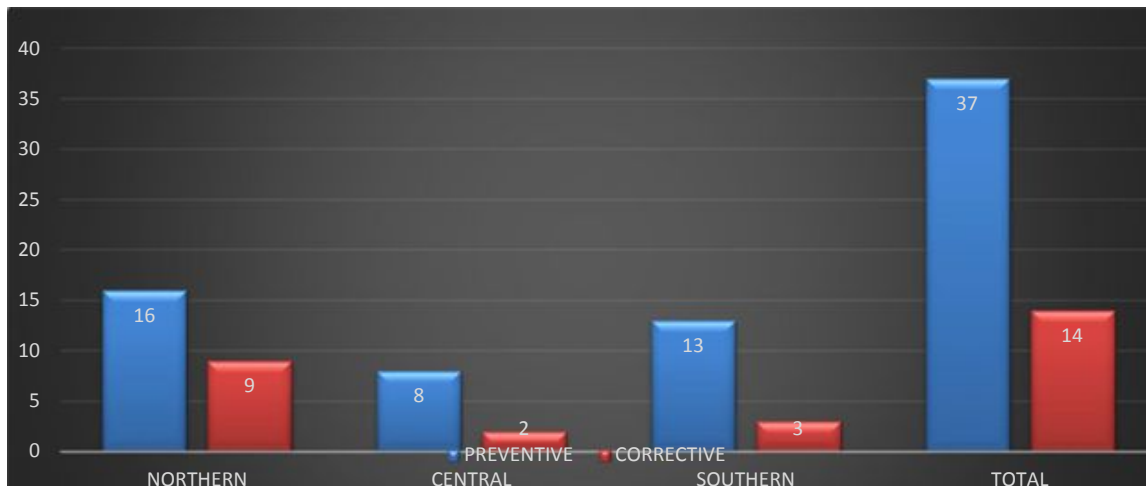
APR.04-APR.08	PREVENTIVE	CORRECTIVE
NORTHERN	0	1
CENTRAL	4	1
SOUTHERN	0	0
TOTAL	4	2

APR.11-APR.15	PREVENTIVE	CORRECTIVE
NORTHERN	15	2
CENTRAL	4	1
SOUTHERN	0	0
TOTAL	19	3

APR.18-APR.22	PREVENTIVE	CORRECTIVE
NORTHERN	0	3
CENTRAL	0	0
SOUTHERN	1	1
TOTAL	1	4

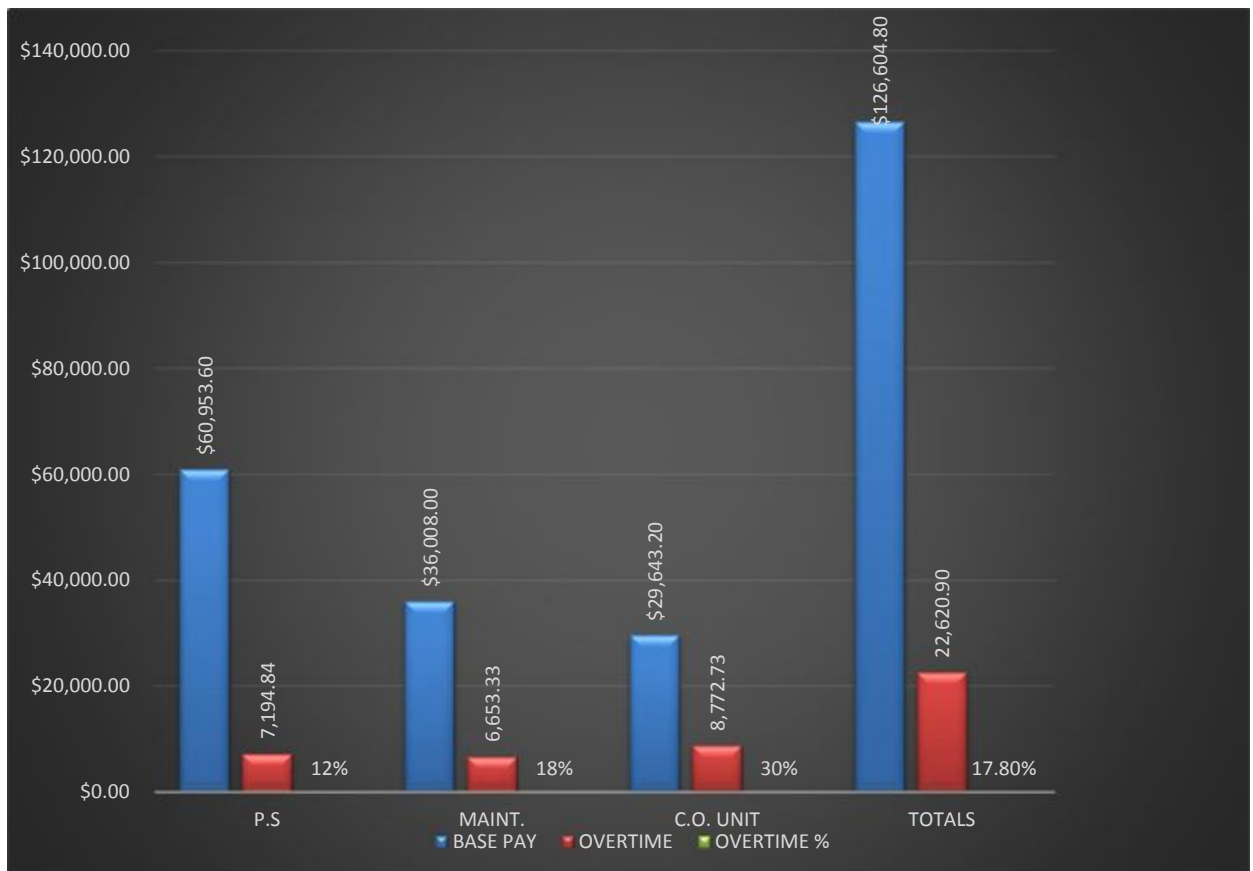
APR.25-APR.29	PREVENTIVE	CORRECTIVE
NORTHERN	1	2
CENTRAL	0	0
SOUTHERN	0	1
TOTAL	1	3

MONTHLY TOTAL	PREVENTIVE	CORRECTIVE
NORTHERN	16	9
CENTRAL	8	2
SOUTHERN	13	3
TOTAL	37	14



BASE PAY VS OVERTIME

As of APRIL, 2019	BASE PAY	OVERTIME	OVERTIME %
PUMPING STATION	\$60,953.60	7,194.84	12%
MAINTENANCE	\$36,008.00	6,653.33	18%
COURT ORDER UNIT	\$29,643.20	8,772.73	30%
TOTALS	\$126,604.80	22,620.90	17%



Guam Waterworks Authority		Date: 4/12/2019	 GUAM WATERWORKS AUTHORITY WASTEWATER FACILITIES REPORT
		Time:	
REVIEWS			
TOTAL PUMPS INSTALLED	177	OVERALL AVERAGE	86%
TOTAL PUMPS OPERATIONAL	153	% OF OPERATING PUMPS	86%
TOTAL PUMP STATIONS	79		

Northern District													
NO:	FACILITY	PRIORITY LISTED	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY %	GENERATOR OPERATIONAL FAULT	ATS MANUAL/AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL, STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	UPDATES
1	FUJITA	1	4	4	100%	OP	A	Pump 3 secured due to high amperage, awaiting valve changeout.		Line 3 Suction valve damaged, awaiting PO for pumper truck to do changeout.		ongoing	
2	SOUTHERN LINK	1	4	2	50%	OP	A	Pump 2 awaiting VFD to be installed. Pump 4 burnt, removed for rewinding.		Line 4 discharge clogged.			
3	ROUTE 16	1	4	3	75%	OP	OP	PUMP 1 SECURED DUE TO soft starter issues					
4	YPAO	1	2	2	100%	OP	A	Pump 2 removed due to leakage from housing (in for welding), utilizing machanao pump and volute on line.					
5	YIGO	1	3	2	67%	OP	A	Pump 3 removed due to water in wiring.					
6	HARMON	2	2	2	100%	OP	M						
7	MACHECHE	2	2	2	100%	GPA	A						
8	LATTE DOUBLE TROUBLE	2	2	1	50%	GPA	A	Pump 1 has bearing issue, awaiting PO for repair.					
9	LATTE SUBMARINE	2	2	2	100%	GPA	A						
10	MACHANAO	2	2	1	50%	OP	M	pump and volute utilized at Ypao					
11	YPAOPAO ESTATES	1	3	3	100%	GPA	A						
12	PGD	2	2	1	50%	NO	A	Pump 2 burnt, removed for rewinding.					
13	LATTE PLANTATION	2	2	2	100%	GPA	A						
14	PASEO DE ORO	2	2	2	100%	OP	A						
15	ASTUMBO #1	2	2	1	50%	OP	A	pump 2 at Asan by-pass					
16	ASTUMBO #2	2	2	1	50%	OP	A	pump 1 awaiting impeller					
17	FEMA '96	2	2	2	100%	OP	A						

GWA Work Session - May 21, 2019 - DIVISION REPORTS

18	LATTE SUN RISE	2	2	2	100%		A						
19	HAFA ADAI	2	2	2	100%	NO	A						
20	PACIFIC LATTE	2	2	1	50%	OP	A	Pump 1 burnt, removed for rewinding.					
21	SANTA ANA	2	2	2	100%		M						
22	ZERO DOWN	2	2	2	100%	NO							
TOTAL = 22			52	43	83%								
pump availability =no of operational pumps/no of pumps*100%													

Central District													
NO:	FACILITY	PRIORITY LISTED	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY %	GENERATOR OPERATIONAL FAULT	ATS MANUAL/AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL, STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	UPDATES
1	AGANA MAIN	1	4	3	75%	OP	A	pump 2 burnt, removed for rewinding. Pump 4 on line 2		line 4 clogged riser			
2	CHAOT	1	3	3	100%	OP	A						
3	MAMAJANAO	1	3	2	67%	MANUAL	A	pump 1 awaiting refit.					
4	BARRIGADA	1	2	2	100%	GPA	A						
5	BAYSIDE	1	1	1	100%	Op	A						
6	TAI MANGILAO	1	3	3	100%	GPA	A						
7	MONGMONG/TOTO	2	2	2	100%	OP	A						
8	PAGO DOUBLE	1	3	2	67%	M	A	PUMP #1 IN NEED OF REPLACEMENT.		CIP WRITE UP COMPLETED & NOW UNDERGOING PROCESS FOR SIGNATURES			
9	MANGILAO	1	2	2	100%	GPA	A	Pump 2 installed, awaiting Timer for control panel.					
10	PITI	1	2	1	50%	GPA	A	Pump 2 removed for rewinding.					
11	ASAN	1	2	2	100%	GPA	A						
12	SINAJANA	2	2	1	50%	GPA	A	pump 2 removed, used at Gaan By-pass					
13	DAIRY ROAD	1	2	2	100%	OP	A						
14	FLORA GARDENS	2	2	2	100%	INOP	A						
15	ORDOT	2	2	1	50%	INOP	A	pump 2 burnt, removed for rewinding.					

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16	CHALAN PAGO #5	2	2	2	100%	INOP	A						
17	COMMERCIAL PORT	1	3	3	100%	OP	A	Pump 3 awaiting awaiting electric breaker.					
18	CHALAN PAGO #3	2	2	2	100%	OP	A						
19	CABRAS ISLAND	1	2	2	100%	PORTABLE	M						
20	ALUPANG COVE	1	2	2	100%	OP	A						
21	MAITE EJECTOR	1	2	2	100%	GPA	A						
22	TOTO GARDENS	2	2	2	100%	NONE	A	pump #2 in for repairs. new pump installed					
23	NAMO	2	1	1	100%	NONE	NONE						
24	CASIMERO	2	2	1	50%	NONE	NONE	Pump 1 Burnt, removed for repairs.					
25	LEYANG	2	2	2	100%	OP							
26	SAGAN BONITA 1	2	2	2	100%	OP							
27	SAGAN BONITA 2	2	2	2	100%	OP	A						
28	FADIAN	2	2	2	100%	OP	A						
30	Asan By-pass	1	1	1	100%								
31	DERO ROAD	2	2	1	50%	OP		Pump 2 burnt, removed for repairs.					
	Total=29		64	56	88%								
pump availability =no of operational pum			64	56									

Southern District													
NO:	FACILITY	PRIORITY LISTED	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY %	GENERATOR OPERATIONAL FAULT	ATS MANUAL/AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL,STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	UPDATES
1	GAAN #1	1	4	4	100%	Op	A						
2	TIPALEO	1	3	3	100%	Op	M						
3	PUMP STATION #11	1	2	2	100%	GPA	A	pump 2 removed due to low amperage. Utilizing Station 16 pump.					
4	PUMP STATION #12	2	2	1	50%	GPA	A	pump 1 @ JMI due to seal failure; pump 2 burnt, removed for rewinding. New pump installed on line 2.					
5	PUMP STATION #13	1	2	2	100%	GPA	A	pump 2 removed for rewinding. Utilizing new pump on line 2					
6	PUMP STATION #14	2	2	1	50%	GPA	A	Pump 2 removed for repairs.					

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7	PUMP STATION #15	2	2	1	50%	GPA	A	Pump 1 removed for repairs.					
8	PUMP STATION #16	2	2	1	50%	GPA	A	Pump #2 removed / BEING UTILIZED AT STATION 11					
9	PUMP STATION #17	2	2	2	100%	GPA	A						
10	PUMP STATION #18	2	2	2	100%	GPA	A						
11	INARAJAN MAIN	1	2	2	100%	OP	A						
12	INARAJAN LIFT	1	2	1	50%	OP	M	Pump impeller failure.					
13	TALAFOFO	1	2	1	50%	OP	A	Pump 1 removed for repairs.					
14	PAGACHAO	2	2	2	100%	PORTABLE	A						
15	CHALIGAN	2	2	2	100%	Op	A	CONTROL PANEL IN NEED OF REPAIRS / PUMP OPERATING ON HIGH AND LOW LEVEL FLOATS	UST REPAIRS REQUIRED. OR29652 CREATED 12/29/16 PENDING RELEASE TO PO				
16	EJECTOR #2	2	2	2	100%	no	ATS						
17	EJECTOR #3	2	2	2	100%	no	ATS						
18	EJECTOR #4	2	2	2	100%	OP	M						
19	EJECTOR #5	2	2	2	100%	PORTABLE	M						
20	EJECTOR #6	2	2	2	100%	OP	M						
21	EJECTOR #7	2	2	2	100%	OP	M						
22	NORTH REYES	2	2	1	50%	OP	M	Pump 2 in for rewinding and new power cable.					
23	LEYON #3	2	2	2	100%	OP	A						
24	LEYON #4	2	2	2	100%	OP	A						
25	MTL PUMP STATION	1	1	1	100%	OP	ATS						
26	Baza P/S	2	3	3	100%								
27	Windward Hills	2	3	3	100%								
28	Aplacho	2	3	3	100%								
Total=25			61	54	89%								
			61										

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pump availability =no of operational pumps/no of pumps*100%									
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