

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

GPA RESOLUTION NO. FY2024-12

AUTHORIZING THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO PETITION THE PUBLIC UTILITIES COMMISSION FOR THE TWO (2) CONSECUTIVE YEAR EXTENSION OF THE RESIDUAL FUEL OIL NO.6 SUPPLY CONTRACT WITH HYUNDAI CORPORATION

WHEREAS, the first (1st) year of the two (2) year extension option for the Residual Fuel Oil No.6 Supply Contract (GPA-050-20) between the Guam Power Authority (herein after referred to as "GPA") and Hyundai Corporation (hereinafter referred to as "CONTRACTOR") will expire on August 31, 2024; and

WHEREAS, GPA negotiated and the CONTRACTOR agreed to lower the contract fees for a 2 consecutive year contract extensions, considering that the Cabras plant operation will continue until 2026 with the delayed commissioning of the Ukudu plants; and

WHEREAS, GPA has evaluated the CONTRACTOR's proposal as summarized in Exhibit A and has determined that the \$4.000/MT premium fee reduction from \$79.000/MT to \$75.000/MT for a 2 consecutive year contract extension will generate a potential total savings of approximately \$1,000,000.00 and will provide the best benefit for GPA and its ratepayers; and

WHEREAS, the estimated contract cost for the 2 consecutive year contract extension is approximately \$213,686,333.00; and

WHEREAS, CONTRACTOR also requested and GPA considered the Ship-to-Ship (STS) transfer at the loading port at no additional cost to GPA and subject to the conditions set forth in the proposed amendment to the contract (Exhibit B); and

WHEREAS, GPA is requesting the approval of the CCU to amend certain provisions of the contract as provided in Exhibit B and to extend the Residual Fuel Oil No.6 Supply contract with Hyundai Corporation for two (2) consecutive years to commence on September 01, 2024 and to expire on August 31, 2026.

NOW THEREFORE, BE IT RESOLVED, by the Consolidated Commission on Utilities, subject to the review and approval of the Guam Public Utilities Commission, as follows:

 The Guam Power Authority is hereby authorized to enter into a two (2) consecutive year contract extension with Hyundai Corporation for the supply of Residual Fuel Oil No.6 to commence in September 01, 2024 and to expire in August 31, 2026.

 The General Manager of the Guam Power Authority is hereby authorized an increase of the estimated contract cost for the 2 consecutive year contract extension of approximately \$213,686,333.00 and to execute such agreements and documents necessary for a contract extension with Hyundai Corporation.

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

DULY AND REGULARLY ADOPTED, this 23rd day of January 2024.

Certified by:

FRANCIS E. SANTOS Vice Chairman

Attested by:

PEDRO ROY MARTINEZ Secretary

I, Pedro Roy Martinez, 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:	4
NAYS:	0
ABSTAIN:	D
ABSENT:	1

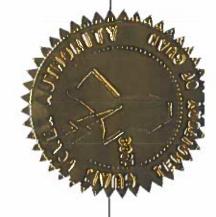


EXHIBIT A- HYUNDAI PROPOSAL ANALYSIS

Table 1				
2-YR EXTENSION		<u>FY2025</u>	FY2026	SUMMARY
a. Commodity Price (Avg MOPS)	\$/bbl	\$101.485	\$111.333	
b. Premium Fee	\$/bbl	<u>\$29.185</u>	<u>\$30.873</u>	
c. Unit Cost (Avg)	\$/bbl	\$130.670	\$142.207	\$133.55
d. Annual Quantity	bbl	<u>1,200,000</u>	<u>400,000</u>	1,600,000
e. Total Cost	\$/Yr	\$156,803,727	\$56,882,606	\$ <mark>213,686,333</mark>
			Proposed	
		<u>Current</u>	<u>Extension</u>	<u>Savings</u>
f. Premium Fee ^b	\$/bbl	\$12.421	\$11.792	\$0.629
g. Savings				\$1,006,289

Table 2				
2-YR EXTENSION		<u>FY2025</u>	<u>FY2026</u>	SUMMARY
a. Commodity Price (Avg MOPS) ^a	\$/MT	\$756.060	\$829.433	
b. Premium Fee	\$/MT	<u>\$75.000</u>	<u>\$75.000</u>	
c. Unit Cost (Avg)	\$/MT	\$831.060	\$904.433	\$849.40
d. Annual Quantity ^c	MT	<u>188,679</u>	<u>62,893</u>	251,572
e. Total Cost	\$/Yr	\$156,803,727	\$56,882,606	\$213,686,333
		Current	Proposed	Covingo
		<u>Current</u>	Extension	<u>Savings</u>
f. Premium Fee	\$/MT	\$79.000	\$75.000	\$4
g. Savings				\$1,006,289

^a Conversion factor: 7.45 bbl/MT

^{b,c} Conversion factor: 6.36 bbl/MT

AMENDMENT NO. III

TO THE FUEL OIL SUPPLY CONTRACT BETWEEN THE GUAM POWER AUTHORITY AND HYUNDAI CORPORATION

EFFECTIVE DATE

THIS AMENDMENT NO. III, to the Fuel Oil Supply Contract under reference IFB GPA-050-20, hereinafter referred to as the "CONTRACT," between the GUAM POWER AUTHORITY, hereinafter referred to as "GPA" and HYUNDAI CORPORATION, hereinafter referred to as "CONTRACTOR, shall become effective on September 01, 2024.

RECITALS

WHEREAS, the first (1st) year extension of the contract term set forth in Section 3 of the CONTRACT will expire at midnight on or about August 31, 2024; and

WHEREAS, GPA and Hyundai have agreed to extend the contract for two (2) additional contract years to commence on September 1, 2024 and to expire on August 31, 2026, as approved by the CCU through Resolution No. _____, and by the PUC through Docket No. _____; and

WHEREAS, the parties desire to amend the CONTRACT with changes to certain provisions of the CONTRACT; and

WHEREAS, Section 40 (Amendment and Waiver) of the CONTRACT authorizes amendment to the CONTRACT by an instrument in writing signed by the party against whom enforcement of the change, waiver, alteration, amendment, discharge, or termination is sought. **NOW THEREFORE**, for and in consideration of the mutual covenants contained in the CONTRACT and herein, the parties hereto do hereby agree as follows:

SECTION 2. FUEL OIL TO BE SUPPLIED

Delete entire verbiage and replace with:

"CONTRACTOR agrees to furnish and GPA agrees to accept and pay for all of GPA's fuel oil requirements for power generating plants in Guam for the term of the Contract. Fuel Oil to be supplied to GPA shall conform to the product quality requirements specified in <u>Schedule A</u> and shall come from reputable sources not sanctioned by the United States government.

The first delivery of fuel oil pursuant to the Contract is anticipated to be on or about **September 01, 2020**.

Estimated Annual Requirement (Barrels per Year)							
	3-Y	ear Base Per	iod	3-Yea	3-Year Extension Period		
Fuel Grade	First (1 st) Year	Second (2 nd) Year	Third (3 rd) Year	First (1 st) Year	Second (2 nd) Year	Third (3 rd) Year	
High Sulfur Fuel Oil (HSFO), 2.00% w Sulfur (Maximum)	1,500,000	500,000	0	0	0	0	
Low Sulfur Fuel Oil (LSFO), 1.19% _w Sulfur (Maximum)	500,000	0	0	0	0	0	
Ultra-Low Sulfur Fuel Oil (ULSFO), 0.20% w Sulfur (Maximum)	0	500,000 to 1,000,000	1,000,000	1,000,000	1,000,000 to 1,200,000	400,000 to 600,000	

The estimated total fuel oil requirement is as follows:

This information is provided as reference material only. Although every attempt has been made to ensure its accuracy, **GPA** makes no guarantees that these quantities will be achieved but they may be exceeded. **GPA** expressly disclaims any liability whatsoever arising from reliance or non-reliance of the data provided."

SECTION 3. CONTRACT TERM

Delete entire verbiage and replace with:

"The Contract shall be for an initial term of THREE (3) years to commence at 0:00 hour on **September 01, 2020**, and shall be extended to continue for another THREE (3) years until 23:59 hour on **August 31, 2026**, as mutually agreed by both parties."

SECTION 4. CONTRACT PRICE

Delete entire verbiage and replace with:

"The total contract price in U.S. Dollars per Metric Ton (\$/MT) for all residual fuel oil delivered D.E.S. Guam (discharge port) to **GPA** shall be <u>inclusive</u> of all costs and liabilities incurred prior to delivery at discharge port, Cabras Island, Guam.

DES (Delivered Ex- Ship) PROVISIONS:

Under this term, the **CONTRACTOR** quotes a price including the cost of the goods, the marine insurance, and all transportation charges to the designated point of destination (**GPA**). Under this quotation, the **CONTRACTOR** must:

- (1) provide and pay for transportation to named point of destination (GPA);
- (2) pay applicable taxes or charges levied on the cargo prior to passage of title to GPA;
- (3) provide and pay for marine insurance;
- (4) provide war risk insurance;
- (5) obtain and dispatch promptly to **GPA**, or its agent, copies from the original document of a clean bill of lading, and also insurance policy or negotiable insurance certificate;
- (6) provide GPA with copies from the original document of certificates of origin, or any documents issued in the country of origin, or of shipment, or both, which GPA may require for importation of goods and, where necessary, for their passage in transit into another country.
- (7) where received-for-shipment ocean bill of lading may be tendered, be responsible

for any loss or damage, or both, until the goods have been delivered into the custody of the ocean carrier to **GPA**;

(8) where on-board ocean bill of lading is required, be responsible for any loss or damage, or both, until the goods have been delivered on board the vessel to **GPA**;

The **CONTRACT PRICE** shall be the **BID PRICE OFFER** calculated as the **BID REFERENCE PRICE** plus the Contractor's **FIXED PREMIUM FEE** in U.S. dollars per Metric Ton (\$/MT) for all residual fuel oil delivered to **GPA** at the Port of Guam.

The BID PRICE is the sum of the FIXED SERVICE FEE (per Metric Ton) and the BID REFERENCE PRICE as of December 2, 2019 as posted in the Platts' Asia-Pacific Marketscan Oil Prices.

BID REFERENCE PRICE:

The BID REFERENCE PRICE shall be based on the Platt's Singapore Products Assessment for Fuel Oil Cargoes "HSFO 180 CST" for December 2, 2019.

Reference date: December 2, 2019				
	<u>Low (\$/MT)</u>	<u>High (\$/MT)</u>		
HSFO 180 CST	\$ 214.62	\$ 214.66		

The following is a sample calculation of the mean price for HSFO 180 cst published in the **Platt's Marketscan, Singapore Products Assessments** for Fuel Oil Cargoes for December 2, 2019.

Mean Singapore Spot = $\underline{Low + High}$ Price Assessments:

$$= \frac{\$ 214.62 + \$ 214.66}{2} \text{ per Metric Ton (MT)}$$

= \$214.640 per Metric Ton (MT)

BID REFERENCE PRICE = \$ 214.640 per Metric Ton

BID PRICE OFFERS (D.E.S. Ex-Ship Guam):

HSFO	THREE (3)-YEAR CONTRACT BASE PERIOD US\$/MT (3 decimals)			EX	E (3)-YEAR CON XTENSION OPTI S\$/MT (3 decim	ON
2.00%w Sulfur Max	First (1st)	Second (2 nd)	Third (3 rd)	First (1 st)	Second (2 nd)	Third (3 rd)
	Year	Year	Year	Year	Year	Year
	Base Period	Base Period	Base Period	Extension	Extension	Extension
A. Bid Reference Price	\$214.64	\$214.64	\$214.64			
B. Fixed Premium Fee	\$ 71.690	\$ 71.690	\$ 71.690			
BID PRICE (A+B)	\$286.330	\$286.330	\$286.330			

LSFO	THREE (3)-YEAR CONTRACT BASE PERIOD US\$/MT (3 decimals)			EXTENSION OPTION		
1.19%w Sulfur Max	First (1•1)	Second (2"d)	Third (3'd)	First (1 st)	Second (2 nd)	Third (3 rd)
	Year	Year	Year	Year	Year	Year
	Base Period	Base Period	Base Period	Extension	Extension	Extension
A. Bid Reference Price	\$214.640	\$214.64	\$214.64			
B. Fixed Premium Fee	<u>\$124.690</u>	<u>\$124.690</u>	<u>\$124.690</u>			
BID PRICE (A+B)	\$339.330	\$339.330	\$339.330			

ULSFO	THREE (3)-YEARCONTRACT BASE PERIOD US\$/MT (3 decimals)			THREE (3)-YEAR CONTRACT EXTENSION OPTION US\$/MT (3 decimals)		
0.20%w Sulfur Max	First (1"1)	Second (2"d)	Third (3'd)	First (1 st)	Second (2 nd)	Third (3 rd)
	Year	Year	Year	Year	Year	Year
	Base Period	Base Period	Base Period	Extension	Extension	Extension
A. Bid Reference Price	\$559.942	\$559.942	\$559.942	\$559.942	\$559.942	\$559.942
B. Fixed Premium Fee	<u>\$ 79.000</u>	<u>\$ 79.000</u>	<u>\$ 79.000</u>	<u>79.000</u>	<u>75.000</u>	<u>75.000</u>
BID PRICE (A+B)	\$638.942	\$638.942	\$638.942	\$638.942	\$634.942	\$634.942

SECTION 11. QUANTITY AND QUALITY ASSURANCE

Delete entire verbiage and replace with:

"(a) Inspection of fuel oil cargo loading and discharge to determine quantity and quality shall be witnessed and or conducted by the appointed third party independent Inspector mutually acceptable to **GPA** and the **CONTRACTOR**. **CONTRACTOR** shall appoint the independent inspector at the loadport. **GPA** shall appoint the independent Inspector at the discharge port. Such independent inspector shall also perform or witness the required sampling, gauging, and inspection of vessel and shore tanks before and after loading at load port as well as discharge port, Guam.

Ship-to-ship (STS) cargo loading may be allowed with prior consent from GPA for each shipment, not to be unreasonably withheld.

In the case of STS loading, the Bill of Lading figures shall be based on the discharging (mother) vessel quantity divided by the most recent Vessel Experience Factor (VEF) of the mother vessel, where applicable. Invoicing quantity shall be based on the vessel arrival figures at the discharge port divided by the most recent Vessel Experience Factor (VEF) of the daughter vessel, where applicable. If the vessel arrival figure (with VEF) is above the Bill of Lading figures, the invoicing quantity shall be based on the Bill of Lading figures. VEF shall not be applied for vessel(s) below twenty (20) most recent voyages and with less than ten (10) qualifying voyages.

STS loading may be terminated at any time at the sole discretion of GPA.

Final quantity and quality determination shall be based on the discharge port findings. All quantity calculations and correction to volume at sixty (60) degree (Fahrenheit) shall be in accordance with the ASTM-IP Petroleum Measurement Tables, Table 6- the latest edition published shall be applicable. All costs and charges for the inspections for the load port shall be borne by the **CONTRACTOR**, and costs at the discharge port shall be equally shared by **GPA** and the **CONTRACTOR**.

(b) Load port samples from each individual shore loading tank shall be sampled by the independent inspector who shall perform or witness the required tests for quality certification prior to loading. Shore tank composite from each individual shore loading tank shall be separately tested and the quality must conform to the specifications under Section 10 and Schedule A of the contract.

In the case of STS loading, load port samples from each individual discharging (mother) vessel compartment shall be sampled by the independent inspector who shall perform or witness the required tests for quality certification prior to loading.

UMLB samples from each individual receiving (daughter) vessel compartment shall be

obtained by the inspector, and Composite samples shall be tested for quality certification after product loading.

Certificate of Quality shall be immediately provided to GPA and must conform to the specifications under Section 10 and Schedule A of the contract.

Vessel's composite samples from all vessel's cargo compartments shall also be obtained by the inspector for the consignee, **GPA**, in care of the ship's master. All Samples shall be equally divided into THREE (3) parts, sealed, properly identified, and designated with the required "Chain of Custody of Samples" documentations.

(c) The quality of the cargo to be delivered shall be determined by an independent inspector mutually acceptable to GPA and the **CONTRACTOR** and is to be based on the ship composite samples taken at the port of discharge in such a manner as to secure samples which are representative of the entire cargo delivery. Discharge tanks samples and ship's composite samples shall be divided into THREE (3) parts. One part shall be for **CONTRACTOR** and TWO (2) parts shall be for **GPA**, and **GPA** shall utilize one sample for recertification and reserve the other sample as a retained referee sample. All discharge port samples shall be presented by the inspector for **GPA** in care of the Master of the ship. All samples shall be retained for not less than ONE HUNDRED TWENTY (120) days after delivery. In the event of dispute as to quality, analysis of the samples taken at the discharge port shall be made by an independent inspector, which analysis shall be final and binding upon both parties.

GPA reserves the right to reject any or all deliveries that fail to conform to the quality requirements specified in <u>Schedule A</u>.

GPA has the right to reject any cargo outside the specifications limits, as these are agreed in the context of this contract. In this respect, copies of the quality analysis certificate together with the other shipping documents (B/L, certificate of origin, cargo manifest, certificate of origin, certificate of quantity with shore tank measurement report, Loadport surveyor's report, etc.) must be transmitted by fax or e-mail to GPA immediately but no later than 3 days after completion of loading. Copies of the originals of the ship's "certificate of cleanliness" issued before loading, and the other shipping documents for the consignee (B/L, Certificate of Origin, Cargo Manifest, certificate of Quality, Certificate of Quantity with tank measurement report, Loadport surveyor's report, etc.) to be marked for the consignee and handed over upon arrival of vessel at discharge port.

It is understood that any delay as may be incurred in discharge due to unavailability of copy of the Bill of Lading will be for **CONTRACTOR's** account. Furthermore, the correct documentation in original format is required in order to establish to the full satisfaction of GPA.

GPA has the right to reject any cargo outside the specification limits. GPA shall notify the Contractor of any rejected delivery by fax or e-mail. Contractor shall promptly deploy a replacement vessel carrying on-spec products to Guam within 12 days from the date of GPA's notice of rejection.

Notwithstanding the above conditions, Contractor shall not be relieved of any responsibilities or penalties provided for in the Contract. In addition, GPA shall impose all applicable penalties for failure of the Contractor to provide the replacement cargoes in a timely manner. Contractor shall be liable for all direct expenses as a result of the delayed arrival of the shipment beyond the last day of the original 5 days ETA date."

All other terms and condition of the Contract as amended shall remain unchanged.

SO AGREED this ______ day of ______ 2024 by:

For the Guam Power Authority:

For Hyundai Corporation (Company Seal):

JOHN M. BENAVENTE, P.E. General Manager MONG HYUCK CHUNG Chairman & C.E.O.



25, Yulgok-ro-2-gil, Jongno-Gu, Seoul, 03143, Korea **T** +82-2-390-1266 **F** +82-2-390-1054 www.hyundaicorp.com

October 6, 2023

Guam Power Authority Gloria B. Nelson Public Service Building 688 Route 15, Mangilao, Guam 96913-6203

Attention: Mr. John M. Benavente P.E /General Manager

Subject: Extension of the Contract (GPA-050-20/Supply of Residual Fuel Oil No. 6 Contract)

Dear Mr. Benavente,

Further to our discussion on the extension of subject contract, kindly be advised that we would like to request the 2nd year extension of the contract as 2 years' extension (September 2024 to August 2026) with an additional discount of USD4/mt to the current premium fee during the extended period.

Futhermore, we kindly request the removal of the clause stating that "Ship to Ship(STS) cargo loading is not allowed" in Section 11 (Quantity and Quality Assurance) of the contract. This request stems from our supplier's repeated concerns about the efficiency of maintaining the shore tank on a long-term basis while with the reduced annual volume. Although we well understand the challenges posed by Covid19 and typhoon in Guam in this year, but the delivered volume in recent two years has been significantly lower comparing to earlier projected volume. While all the price comprising of ULSFO including blending component, tank fee and freight, have significantly increased following the war in Ukraine. We believe allowing STS loading can help us reduce the cargo costs without compromising on quality and quantity.

Your kind consideration on the above would be greatly appreciated.

Best Regards,

Myung Keun (M.K) Cha SVP, Division Head Petroleum & Petrochemical Products Division Hyundai Corporation

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GUAM POWER AUTHORITY ATURIDÅT ILEKTRESEDÅT GUAHAN P.O. BOX 2977, HÅGATÑA, GUAM 96932-2977

December 27, 2023

Hyundai Corporation 140-2 Gye-dong, Jongno-gu, Seoul 110-793 Korea Tel: +822-390-1222

ATTN: MR. MYUNG KEUN CHA General Manager (Petroleum Products Team)

SUBJECT : 2-Year Extension of the Contract Re: Residual Fuel Oil Supply Contract (GPA-050-20)

Dear Mr. Cha:

The first (1st) year extension period for the residual fuel oil supply contract under GPA-050-20 will expire on August 31, 2024, with option to extend with mutual agreement of both parties.

GPA has reviewed Hyundai's proposal for the extension options via e-mail correspondence followed by a formal letter dated October 06, 2023. The proposed option for the 2-year contract extension is hereby considered by the Authority.

With your concurrence, and subject to the approval of the Guam Consolidated Commission on Utilities (CCU) and the Public Utilities Commission (PUC), the contract shall be extended for two (2) consecutive years to commence on September 01, 2024 and to expire on August 31, 2026.

Attached is a copy of Amendment III to the contract revising certain provisions of the contract (Section 3: Contract Term; Section 4: Contract Price; and Section 11- Quantity and Quality Assurance). All other contract provisions as amended shall remain unchanged.

Kindly respond at your convenience but no later than January 03, 2024.

GPA is looking forward to continue the good business relationship with Hyundai Corporation.

Sincerely,

JOHN M. BENAVENTE, P.E. General Manager

Jain. 2nd, 2024 Date

MYUNG KEUN CHA General Manager (Petroleum Products Team)

CONCURRED by (For Hyundai Corporation):



25, Yulgok-ro-2-gil, Jongno-Gu, Seoul, 03143, Korea T +82-2-390-1266 F +82-2-390-1054 www.hyundaicorp.com

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Best Regards,

Myung Keun (M.K) Cha SVP, Division Head Petroleum & Petrochemical Products Division Hyundai Corporation