



GWA Financial Overview

APRIL 2024



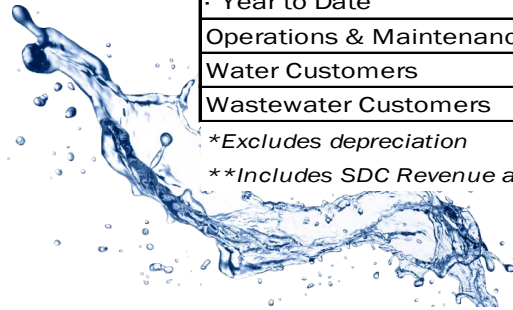


Key Financial Indicators

Indicator	Target	Feb-24	Mar-24	Apr-24
DSC YTD				
· Per Section 6.12 of Indenture	1.25	1.58	1.49	1.45
· Per PUC / CCU	1.30	1.58	1.49	1.45
Days – Cash on Hand	120 days	290 days	312 days	311 days
Collection Ratio**				
· Month to Date	99%	99%	100%	85%
· Year to Date	99%	89%	91%	90%
Days Billed	30 days	30 days	30 days	29 days
Account Receivable Days	30 days	39 days	38 days	40 days
Account Payable Days	45 days	38 days	33 days	34 days
Employee Count	400 FTE	351 FTE	350 FTE	349 FTE
Water Demand				
· Month to Date	451,933	418,166	451,256	427,852
· Year to Date	3,163,533	2,105,853	2,557,110	2,984,962
Wastewater Flow				
· Month to Date	317,500	298,261	338,918	328,076
· Year to Date	2,222,500	1,534,418	1,873,336	2,201,411
Operations & Maintenance Expense*	\$6,567,186	\$5,537,977	\$6,311,579	\$6,834,138
Water Customers	43,978	43,529	43,517	43,640
Wastewater Customers	30,781	31,216	31,298	31,024

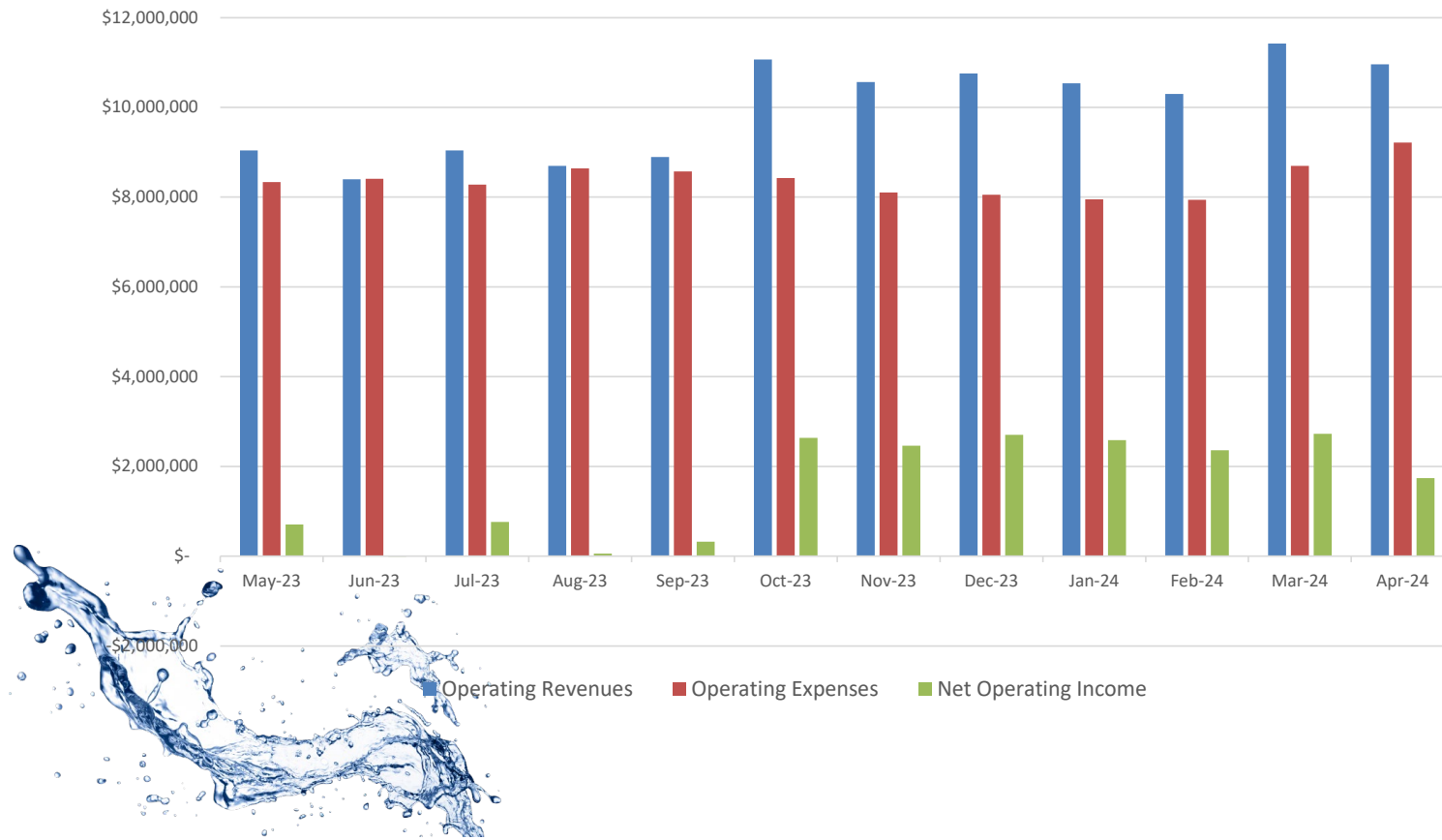
*Excludes depreciation

**Includes SDC Revenue and Collection



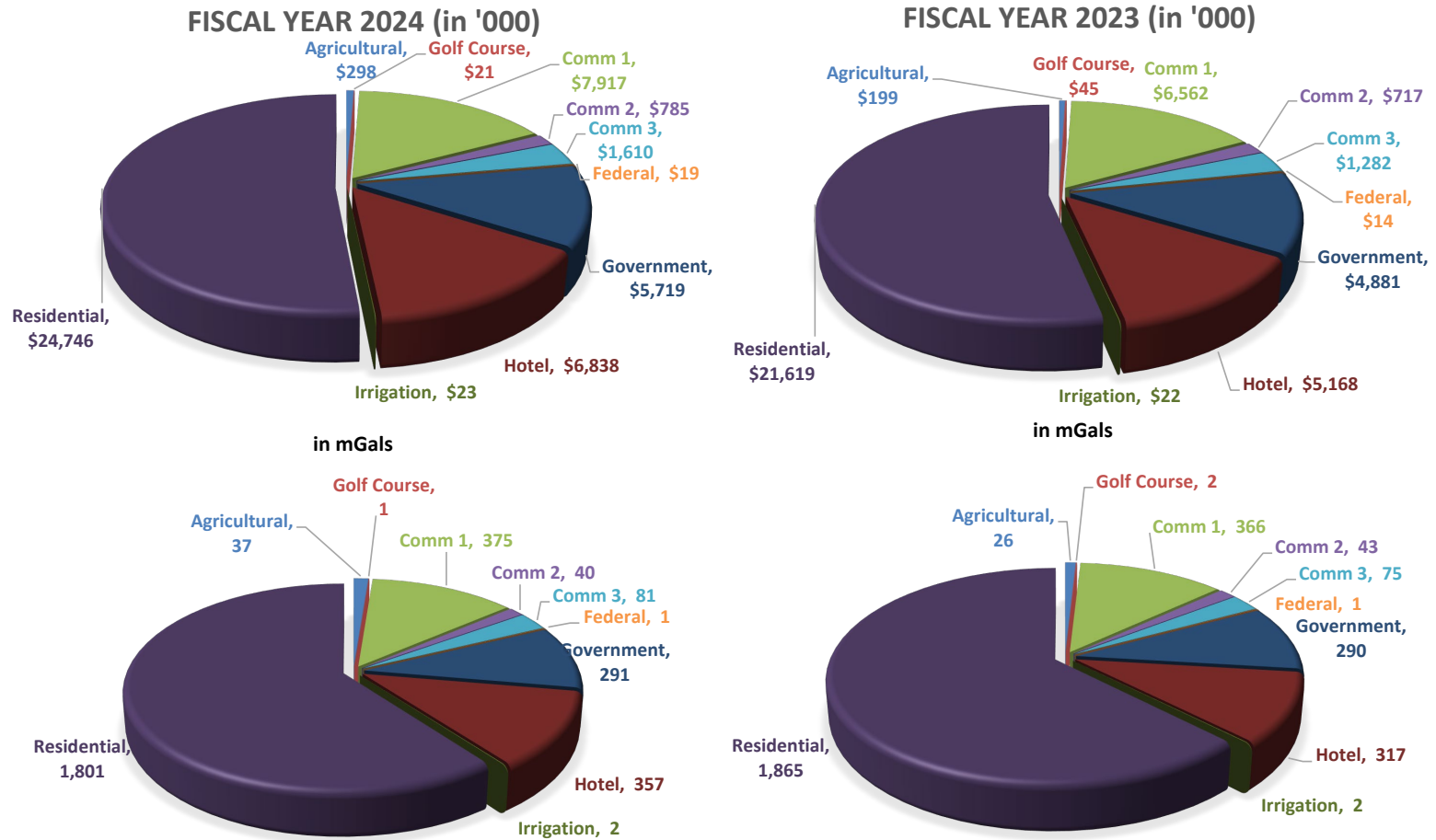


Income Statement





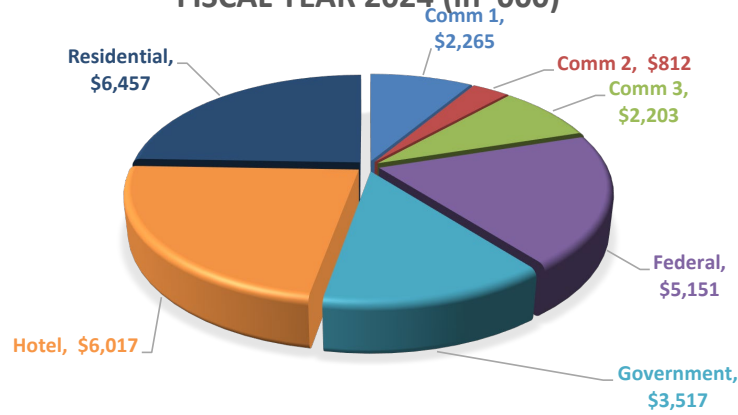
APRIL YTD Water Revenue/Demand by Rate Class



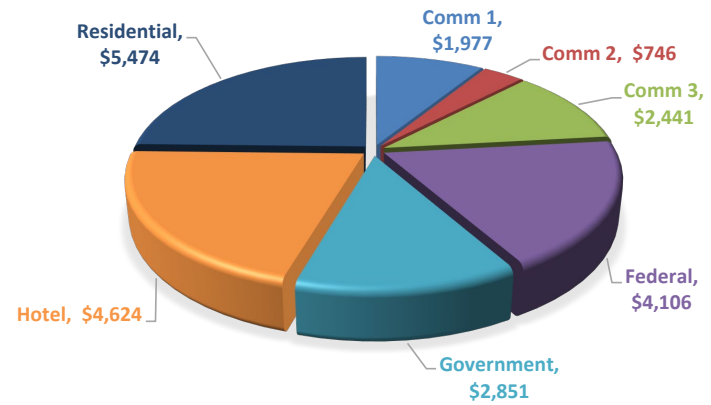


APRIL YTD Waste Water Revenue/FLOW by Rate Class

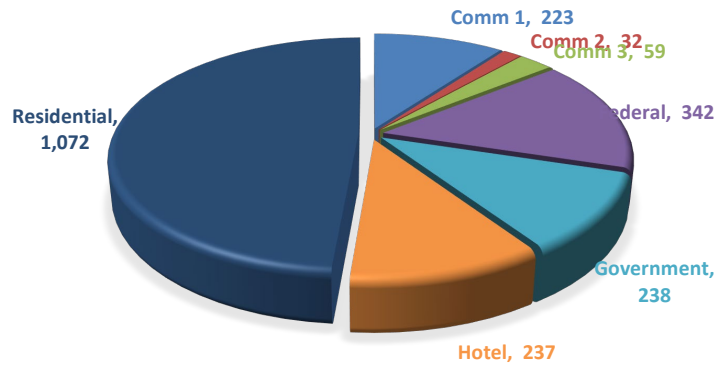
FISCAL YEAR 2024 (in '000)



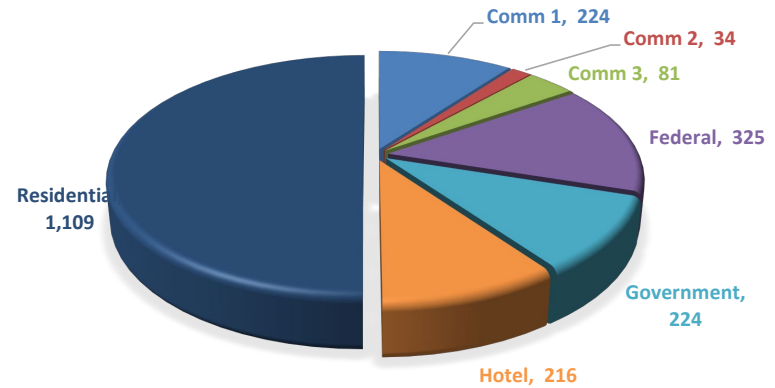
FISCAL YEAR 2023 (in '000)



in mGals

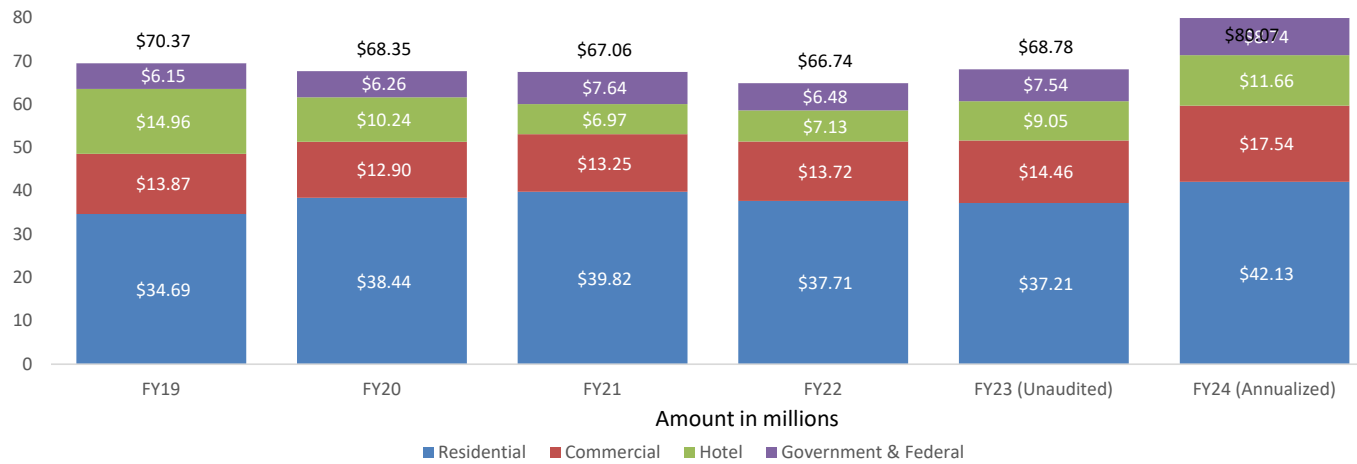
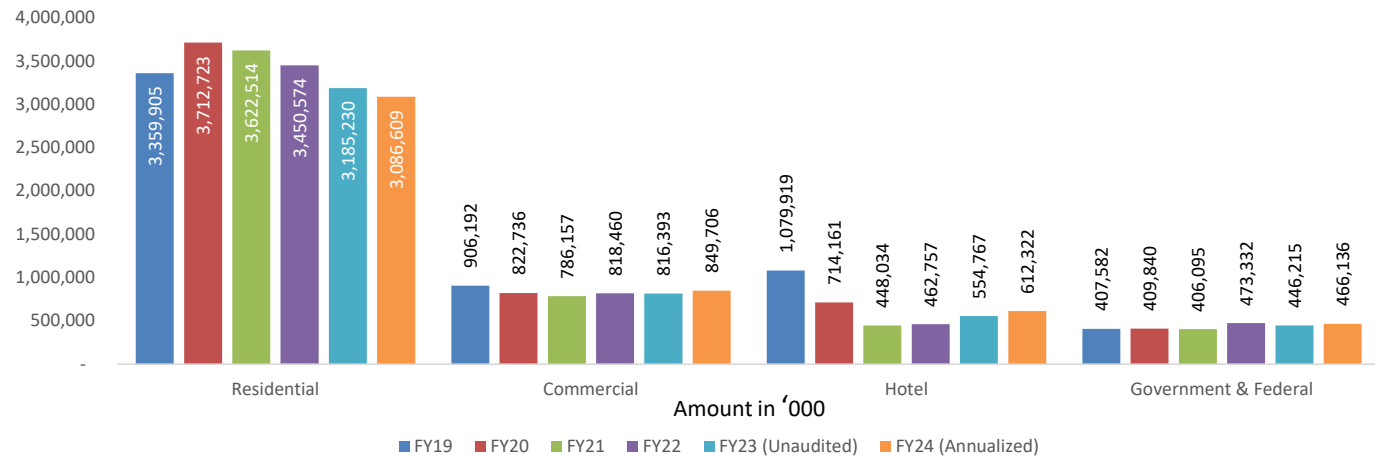


in mGals



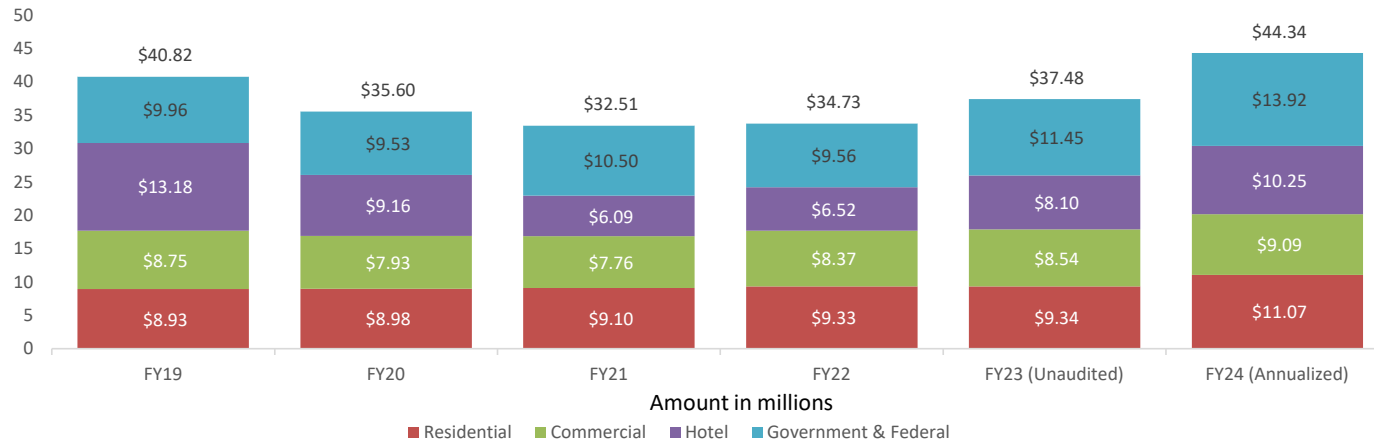
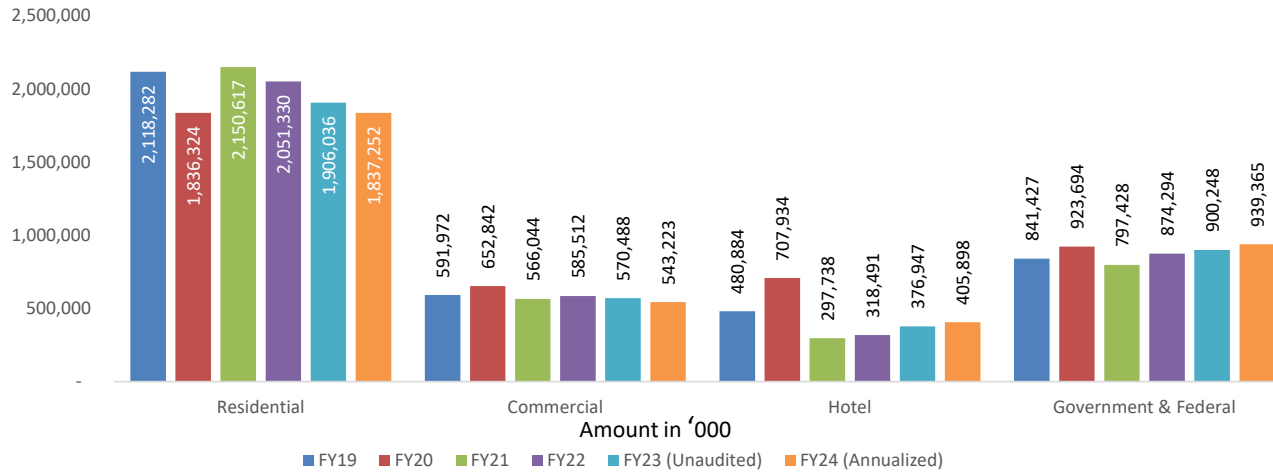


Annual Water Demand and Revenues by Rate Class



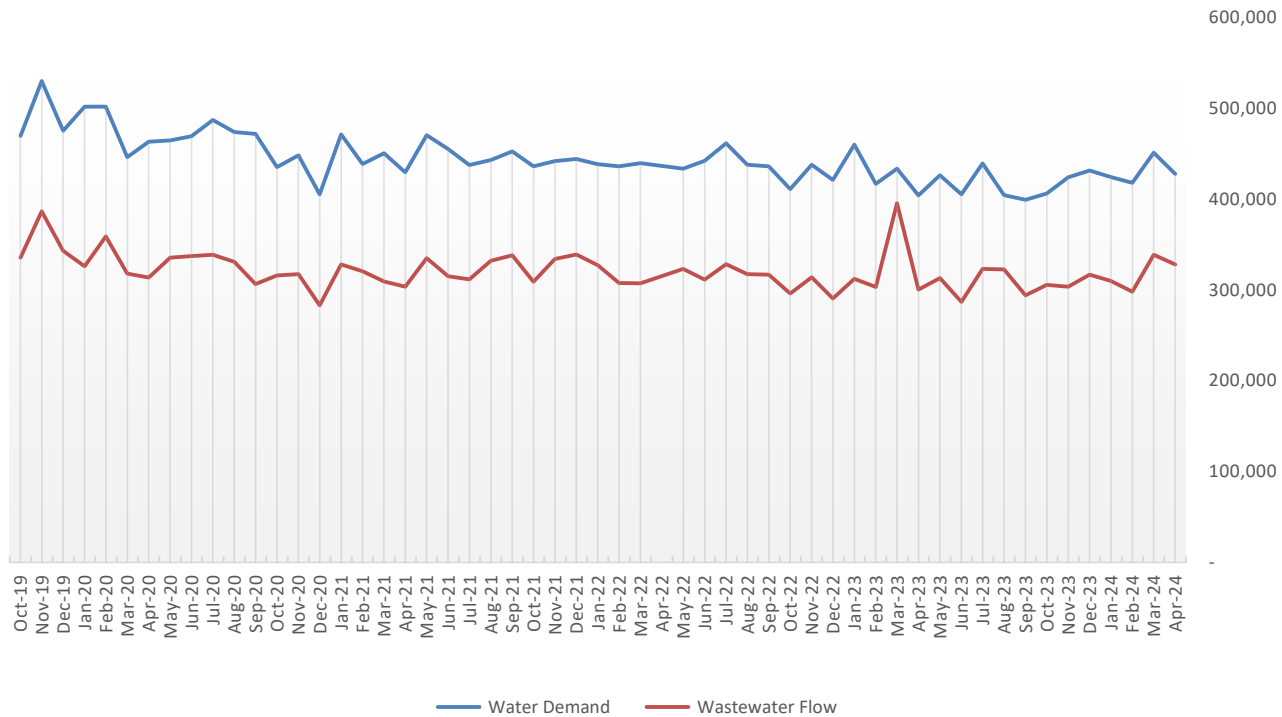


Annual Wastewater Billable Flows and Revenues by Rate Class





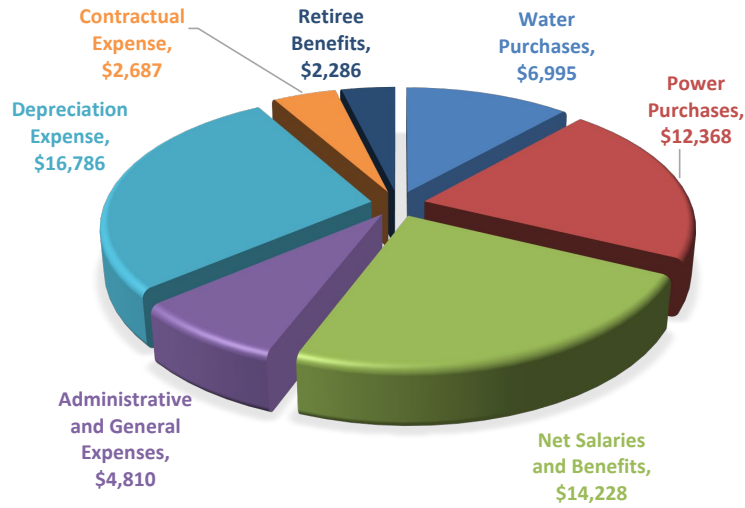
Water Demand & Wastewater Flow – 4 Years



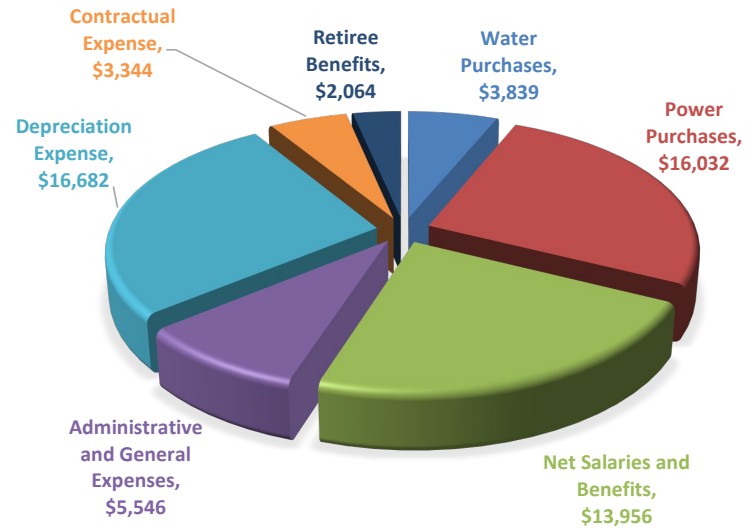


APRIL YTD Expenses by Categories

FY2024 (in '000)

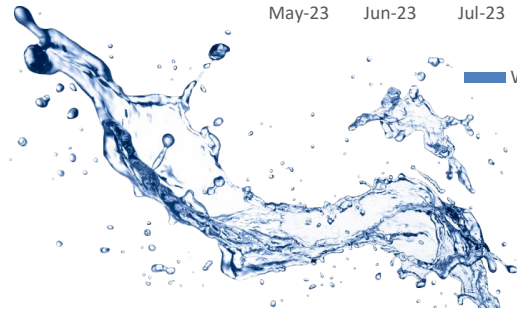


FY2023 (in '000)



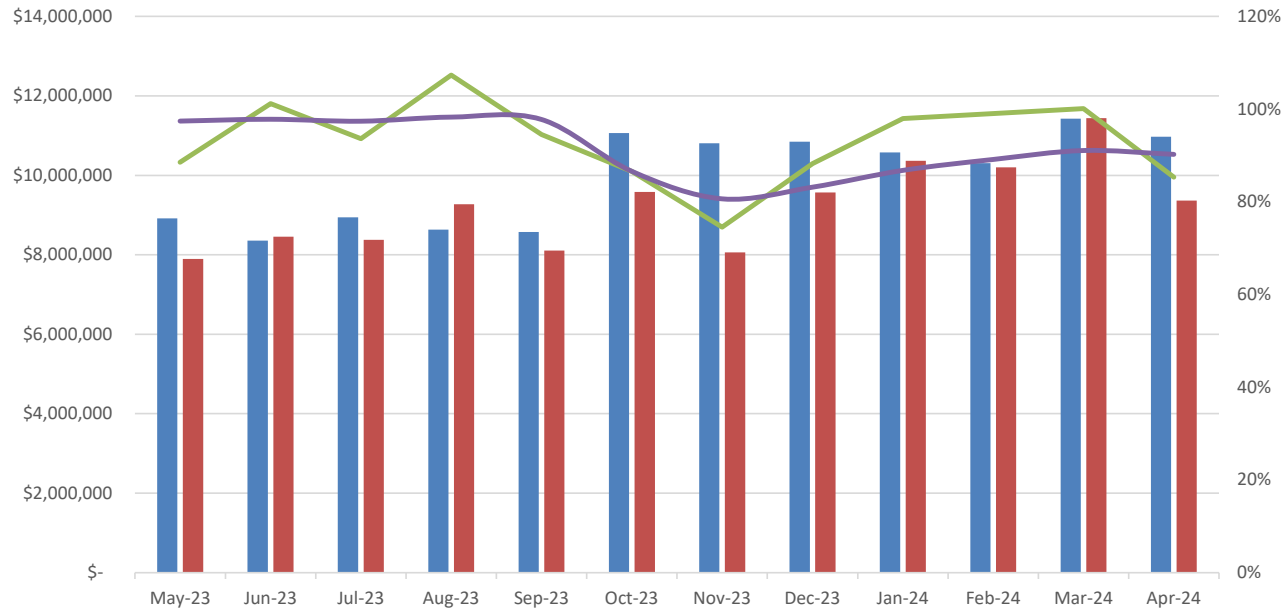


Overall Revenues and Demand





Overall Revenues and Collections

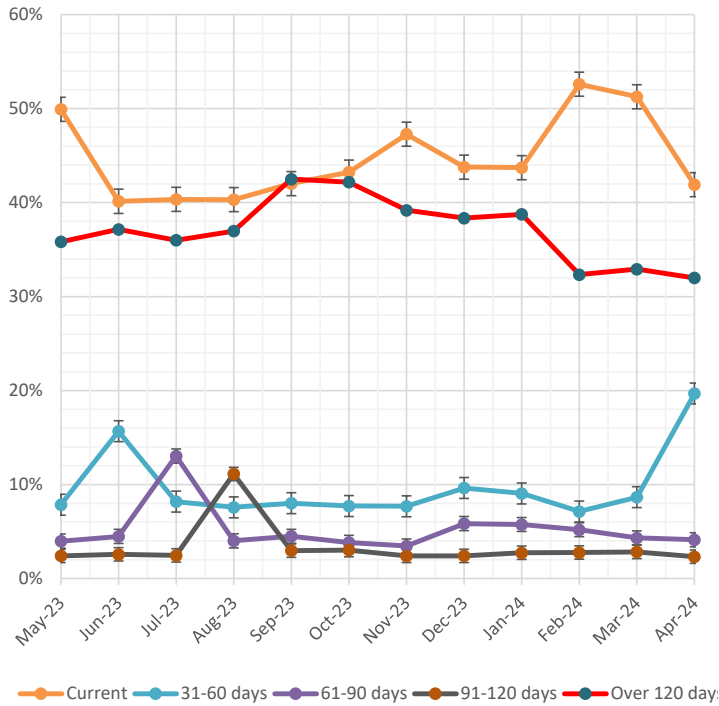


Revenue Collection MTD Collection Ratio YTD Collection Ratio

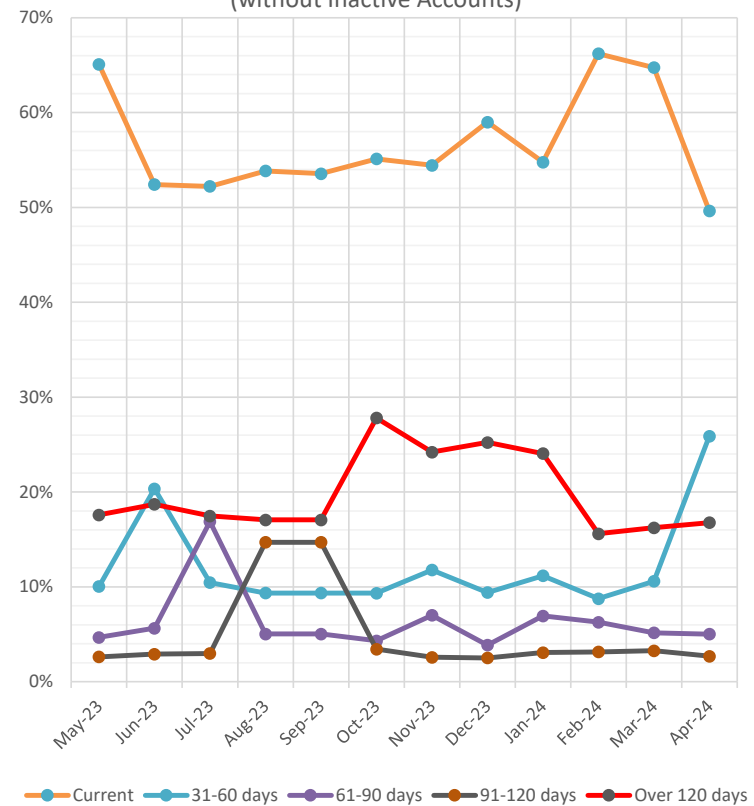


Overall – AR Aging

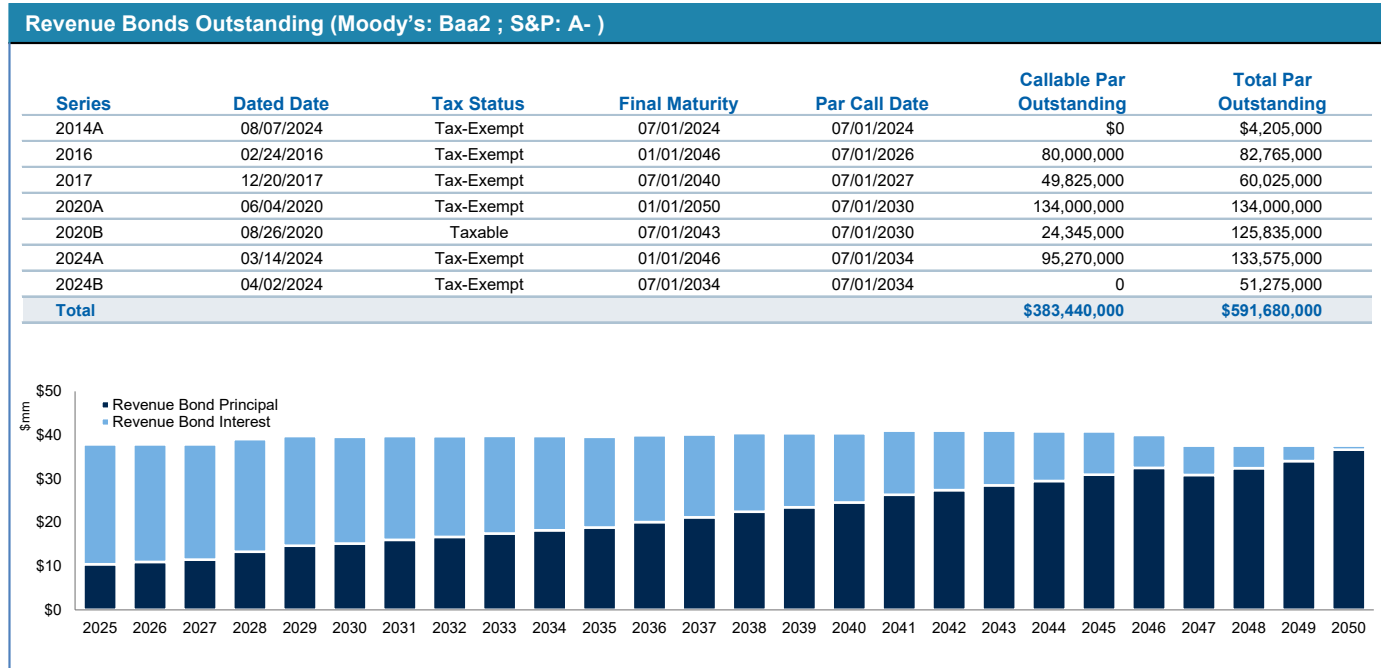
% of Aged AR Balance to Total AR Balance



% of Aged AR Balance to Total AR Balance (without Inactive Accounts)

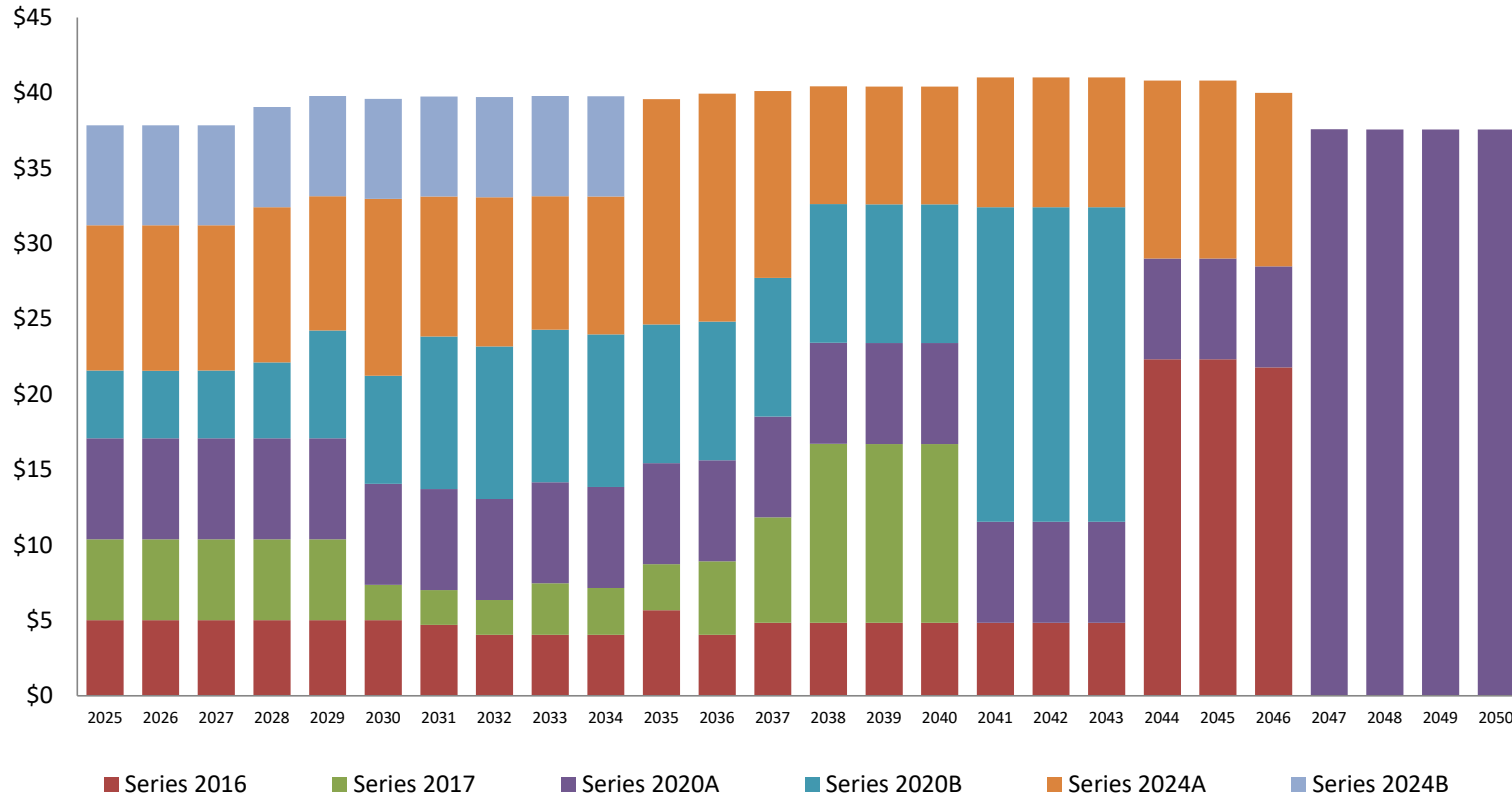


GWA Revenue Bonds



Source: Guam Waterworks Authority.
 Aggregated by Fiscal Year Ending September 30.

GWA Debt Service After Series 2024A&B Issuance (\$mm) (Fiscal Year 9/30)





Financial Statement Overview April 2024

Key Financial Indicators

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*Excludes Depreciation

** Includes SDC Revenue and Collection

Water and Wastewater Consumption

Water consumption for April 2024 increased by 6% compared to April 2023. Decrease in Residential consumption was offset by growth in Hotel and Government consumption. Wastewater flows increased by 9% for the month of April compared to last year. Wastewater flow increases in the Federal Government and Hotel customer classes offset decreases in other customer classes. Note that billing days in April 2024 and April 2023 were both 29 days.

Year-to-date water consumption as of April 2024 was same level as prior year and wastewater flows were 1% below prior year. The decrease in Residential customer classes was the main reason for the decrease in water consumption. Decreases in wastewater flows from Commercial and Residential customer classes were the prime reasons for the decrease in flows. Note that we determined large increases in consumption in the recent Navy billings are attributable to GPA for the MEC facility in the first quarter of this calendar year.

Year-to-date average daily water consumption (ADC) as of April 2024 of 14,382 kgals is 2% less than the prior year's 14,430 kgals. Decreases in the Government of Guam and Residential customer classes largely drove the reduction in ADC. Year-to-date billing days at 209 days are two days more than the prior year.



Balance Sheet (Schedule A)

- Total Assets & Deferred Outflows of Resources of \$1.219B in September 2023 increased by \$8.5M or 1% to \$1.228B in April 2024. Current Assets increased by \$14.2M primarily due to increases in cash and accounts receivable. Property, Plant and Equipment decreased by \$6.4M due to increases in depreciation. Other Noncurrent Assets increased by \$1.9M due to increases in investments.
- Liabilities & Deferred Inflow of Resources of \$885.4M in September 2023 decreased by \$1.2M compared to \$884.2M in April 2024 as increases in Accrued and Other Liabilities and Interest Payable were offset by decreases in Contractors Payable and Unamortized Bond Premium. Note that the bond refunding transactions have been posted and the advance payment of \$1M from the insurance company for Mawar has been booked as deferred revenue.
- Accounts Receivable days in April 2024 were 40 days and in March 2024 were 38 days. Accounts Payable days in April 2024 were 34 days and in March 2024 were 33 days. Schedule I presents Accounts Receivable Aging by Customer Class and Schedule H contains a breakdown of Government Receivables. Schedule J reports Accounts Payable Aging.

Statement of Operations and Retained Earnings (Schedules B-E)

- Total Operating Revenues for April 2024 of \$11.0M are \$129.2K or 1% more than the budget of \$10.8M. April 2024 Total Operating Revenues are 24% or \$2.1M more than April 2023's \$8.8M. Note there was a rate increase of 16.7% effective October 2023.
- Year-to-date Operating Revenues as of April 2024 of \$75.6M were \$194.0K less than budget and \$11.5M or 18% more than Year-to-date Operating Revenues as of April 2023 of \$64.1M.
- Below are the percentages of operating revenues (water and wastewater) contributed by GWA's customer classes for FY2024 and FY2023 as well as the revenue totals:

Customer Class	FY2024		FY2023	
o Residential	\$31,202,713	41.94%	\$27,093,226	43.19%
o Commercial	15,592,882	20.96%	13,725,107	21.88%
o Hotel	12,854,944	17.28%	9,792,095	15.61%
o Government of Guam	9,236,669	12.42%	7,731,533	12.33%
o Federal Government	5,170,000	6.95%	4,119,816	6.57%
o Agriculture, Golf Course, Irrigation	341,779	0.45%	266,671	0.42%
TOTALS	\$74,398,987	100.00%	\$62,728,448	100.00%

- Total Operating Expenses for April 2024 of \$9.2M were \$330.1K or 4% less than budget of \$8.9M. April 2024 Total Operating Expenses were 8% or \$697.6K more than April 2023's \$8.5M. We continue to monitor the Navy billing for water due to recent notices of substantial rate increases; the increases are related to the Base Operating Services Contract increases.
- Year-to-date Operating Expenses as of April 2024 of \$60.2M were 3% or \$2.1M more than the budget of \$62.2M and 2% or \$1.3M less than April 2023's YTD \$61.5M. Water Purchases, Salaries and Benefits, Depreciation, and Retiree Benefits increased year over year while Power Purchases, Administrative & General Expense, and Contractual Expense decreased.



- Earnings from Operations for April 2024 of \$1.7M were 10% or \$201.0K less than the budget of \$1.9M and \$1.4M more than April 2023's \$305.1K. Change in Net Assets for April 2024 of \$310.4K was 83% or \$1.5M less than the \$1.8M budget and \$2.2M less than April 2023's \$2.5M. The decrease in the Change in Net Assets year over year was mostly due to reductions in local contributions and federal grants.
- Year to Date Earnings from Operations as of April 2024 of \$15.4M is 14% or \$1.9M more than the budget of \$13.6M and \$12.8M more than prior year's \$2.7M. Year-to-date Change in Net Assets as of April 2024 of \$8.1M is \$4.7M or 37% less than budget of \$12.9M and \$1.8M or 18% less than prior year's \$10.0M. The decrease in the Change in Net Assets year over year was mostly due to reductions in local contributions and federal grants.
- No Rate Stabilization Funds were used in April 2024. There is a balance of \$950.0K in the RSF at the end of April 2024.

Cash Flow (Schedule F)

- FY2024 cash flows from operating activities were \$32.2M, \$213.2M in cash used in capital and financing activities and cash used in investing activities was \$1.1M resulting in decrease in cash of \$182.1. Days Cash on Hand for April 2024 was calculated at 311 days compared to March 2024's 312 days. Schedule G contains a schedule of restricted and unrestricted cash and investments.

Customer Payments

While only 7% of payments are made in cash, more than a third of payments continue to be made in person. The Upper Tumon drive through continues to remain open.

On April 28, 2020, CCU Resolution 24-FY2020 granted the lifting of credit card limits on payments for non-residential accounts. In FY2024, approximately 53% of payments were made with credit cards. Below is a summary of non-residential credit card payments and related fees.

Month	Customer Count	Amount Paid	Fees	% Of Fees to Payments
May - September 2020	140	\$241,335	\$4,952	2.05%
October 2020-September 2021	526	\$1,119,286	\$22,505	2.01%
October 2021- September 2022	738	\$3,076,971	\$61,588	2.00%
October 2022 -September 2023	783	\$3,420,468	\$66,158	1.93%
October - December 2023	192	\$1,035,322	\$20,816	2.01%
January -March 2024	234	\$1,102,942	\$22,176	2.01%
April 2024	76	\$ 363,829	\$ 7,315	2.01%

Resolution 21- FY2024 asks the CCU to approve the contract for the new Merchant Services Vendor, Bank of Hawaii (BOH); PUC approval will also be needed. Resolution 22-FY2024 seeks approval from the CCU to set up a new BOH bank account for the deposit of in-person debit and credit card payments; the new account will assist with the reconciliation of these payments.



The Upper Tumon office is open for payments on Saturdays. For the four Saturdays in April, 404 payments totaling \$52,343 were made towards GWA billings and 461 payments totaling \$94,981 were made for GPA.

For the month of April, Finance posted \$72,914 in utility payments from the Department of Administration (DOA) for eligible renters as part of the Guam Emergency Rental Assistance Program (GERAP). There were no payments received for eligible homeowners as part of the Guam Homeowners Assistance Fund (GHAFP).

Guam Solid Waste (GSW) Customer Payments

GPWA began to accept GSW payments on June 6, 2022. For the month of April 2024, GWA accepted \$88,930 in GSW payments at the Upper Tumon Office. GWA will bill \$1,348 to GSW for processing fees.

FY2025-FY2029 Financial Plan

Four virtual meetings with the PUC consultants on the rate petition were held in the first two weeks in May 2024. Four additional meetings are scheduled in late May and early June. Presentations to various professional and community groups as well as public hearings will be scheduled in May and June.

A flyer with information about the proposed five-year plan will be mailed to ratepayers in early May.

Invest Guam Symposium

GEDA is hosting a 2-day InvestGuam Symposium on May 14 and 15 in New York City. All the Government of Guam credits, including GWA, have been invited to participate in the presentation to potential investors.

Tourism

Visitor arrivals in March 2024 were 66,753 compared to March 2023 arrivals of 61,388, an increase of 8.7%. Fiscal Year to Date arrivals in March FY2024 were 412,259 up 33.4% for March FY2023's YTD 309,086. Calendar Year to Date arrivals in March FY2024 were 223,577 up 28.3% from March CY2023's YTD 174,328.

**GUAM WATERWORKS AUTHORITY
April 30, 2024
FINANCIAL AND RELATED REPORTS
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GUAM WATERWORKS AUTHORITY
Balance Sheet
April 30, 2024

SCHEDULE A

ASSETS AND DEFERRED OUTFLOWS of RESOURCES	Unaudited April 30, 2024	Unaudited September 30, 2023	Increase (Decrease)	% Increase (Decrease)
Current Assets				
Cash				
Unrestricted (Schedule G)	53,046,255	50,324,888	2,721,367	5%
Restricted Funds (Schedule G)	39,624,237	32,707,733	6,916,504	21%
Accounts Receivable Trade, Net of Allowance for Doubtful Receivables of \$9,582,684 at Apr 30, 2024 and \$10,894,003 at Sep 30, 2023	16,206,485	11,484,716	4,721,769	41%
Federal Receivable	971,124	2,191,346	(1,220,222)	-56%
Other Receivable	5,722,121	3,952,874	1,769,247	45%
Prepaid Expenses	562,567	1,206,948	(644,381)	-53%
Materials & Supplies Inventory, Net of Allowance for Obsolescence of \$122,856 at Apr 30, 2024 and \$122,856 at Sep 30, 2023	4,992,148	5,096,658	(104,509)	-2%
Total Current Assets	121,124,938	106,965,162	14,159,775	13%
Property, Plant and Equipment				
Utility plant in service				
Water system	445,972,428	444,848,078	1,124,349	0%
Wastewater system	683,275,301	679,249,470	4,025,831	1%
Non-utility property	34,294,894	33,683,228	611,666	2%
Total property	1,163,542,623	1,157,780,776	5,761,847	0%
Less: Accumulated Depreciation	(441,431,177)	(424,928,727)	(16,502,450)	4%
Land	5,417,178	5,287,305	129,873	2%
Construction Work in Progress	78,347,020	74,149,217	4,197,803	6%
Property, Plant and Equipment, net	805,875,644	812,288,571	(6,412,927)	-1%
Lease and subscription IT assets	614,418	614,418	-	0%
Noncurrent assets				
Restricted cash (Schedule G)	147,846,933	150,366,788	(2,519,855)	-2%
Investments (Schedule G)	74,683,333	70,239,665	4,443,668	6%
Total other noncurrent assets and deferred charges	222,530,266	220,606,453	1,923,813	1%
Total Assets	1,150,145,265	1,140,474,604	9,670,661	1%
Deferred outflows of resources				
Regulatory assets	2,858,947	2,858,947	-	0%
Debt defeasance due to bond refunding	26,002,896	27,184,464	(1,181,568)	-4%
Deferred outflows from pension	7,405,025	7,405,025	-	0%
Deferred outflows from OPEB	41,247,962	41,247,962	-	0%
Total Assets and Deferred Outflows of Resources	1,227,660,095	1,219,171,002	8,489,093	1%
LIABILITIES, DEFERRED INFLOWS of RESOURCES AND NET ASSETS				
Current Liabilities				
Current maturities of long-term debt				
Series 2013 Revenue Bond	-	3,315,000	(3,315,000)	-100%
Series 2014 Refunding Bond	4,205,000	4,205,000	-	0%
Series 2016 Revenue Bond	875,000	875,000	-	0%
Series 2017 Refunding Bond	2,365,000	2,365,000	-	0%
Lease and subscription IT liabilities	375,103	375,103	-	0%
Accounts Payable -Trade	4,122,050	4,329,683	(207,633)	-5%
Accrued and Other Liabilities	20,610,713	13,338,286	7,272,426	55%
Interest Payable	8,771,063	7,070,516	1,700,547	24%
Accrued Payroll and Employee Benefits	1,631,281	1,334,022	297,259	22%
Current portion of employee annual leave	729,390	729,390	-	0%
Contractors' Payable	5,891,979	8,565,009	(2,673,030)	-31%
Customer and Other Deposits	2,297,479	2,268,968	28,511	1%
Total Current Liabilities	51,874,057	48,770,977	3,103,079	6%
Long Term Debt, less current maturities				
Series 2013 Revenue Bond	-	15,050,000	(15,050,000)	-100%
Series 2014 Refunding Bond	-	55,845,000	(55,845,000)	-100%
Series 2016 Revenue Bond	81,890,000	133,265,000	(51,375,000)	-39%
Series 2017 Refunding Bond	57,660,000	98,565,000	(40,905,000)	-42%
Series 2020A Revenue Bond	134,000,000	134,000,000	-	0%
Series 2020B Refunding Bond	125,835,000	166,075,000	(40,240,000)	-24%
Series 2024A Refunding Bond	133,575,000	-	133,575,000	0%
Series 2024B Refunding Bond	51,275,000	-	51,275,000	0%
Unamortized Bond Premium/Discount	51,527,308	37,287,410	14,239,898	38%
Lease and subscription IT liabilities	192,245	192,245	-	0%
Net pension liability	46,038,335	46,038,335	-	0%
Net OPEB obligation	116,272,057	116,272,057	-	0%
Employee Annual Leave, Less Current Portion	913,289	913,289	-	0%
Employee Sick Leave	1,429,998	1,429,998	-	0%
Total Liabilities	852,482,289	853,704,312	(1,222,023)	0%
Deferred inflows of resources:				
Contribution in Aid of Construction	639,287	646,937	(7,650)	-1%
Deferred inflows from pension	5,176,746	5,176,746	-	0%
Deferred inflows from OPEB	25,852,937	25,852,937	-	0%
Total Liabilities and Deferred Inflows of Resources	884,151,259	885,380,932	(1,229,673)	0%
Net Assets	343,508,836	333,790,070	9,718,766	3%
Total Liabilities, Deferred Inflows of Resources and Net Assets	1,227,660,095	1,219,171,002	8,489,093	1%

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings
Comparative Budget vs. Actual for the period ending April 30, 2024

SCHEDULE B

	Month to Date		Variance Favorable / (Unfavorable)	% Favorable (Unfavorable)
	Actual (Unaudited) April-24	Budget April-24		
OPERATING REVENUES				
Water Revenues	6,613,311	6,706,635	(93,323)	-1%
Wastewater Revenues	3,898,908	3,652,565	246,343	7%
Legislative Surcharge	345,566	327,945	17,621	5%
Other Revenues	63,302	39,525	23,777	60%
System Development Charge	36,743	102,000	(65,257)	-64%
Total Operating Revenues	10,957,832	10,828,670	129,162	1%
OPERATING AND MAINTENANCE EXPENSES				
Water Purchases	1,840,008	491,667	(1,348,341)	-274%
Power Purchases	1,834,663	1,935,131	100,467	5%
Total Utility Costs	3,674,671	2,426,797	(1,247,874)	-51%
Salaries and Wages	1,597,626	1,825,560	227,935	12%
Pension and Benefits	674,385	649,877	(24,508)	-4%
Total Salaries and Benefits	2,272,010	2,475,437	203,427	8%
Capitalized Labor and Benefits	(323,639)	(346,595)	(22,956)	7%
Net Salaries and Benefits	1,948,371	2,128,842	180,471	8%
Administrative and General Expenses				
Sludge removal	85,019	27,993	(57,026)	-204%
Chemicals	128,482	159,944	31,462	20%
Materials & Supplies	100,815	207,083	106,267	51%
Transportation	27,071	64,580	37,509	58%
Communications	10,912	13,268	2,355	18%
Claims	-	14,917	14,917	100%
Insurance	137,905	161,333	23,428	15%
Training & Travel	5,769	16,763	10,994	66%
Advertising	-	11,199	11,199	100%
Miscellaneous	133,797	111,992	(21,805)	-19%
Regulatory Expense	9,817	18,250	8,433	46%
Bad Debts Provision	(5,828)	188,520	194,348	103%
Total Administrative and General Expense	633,759	995,841	362,082	36%
Depreciation Expense	2,383,892	2,401,423	17,531	1%
Contractual Expense				
Audit & Computer Maintenance	99,456	165,771	66,315	40%
Building rental	48,905	50,264	1,358	3%
Equipment rental	19,347	46,774	27,427	59%
Legal	-	125,000	125,000	100%
Laboratory	33,080	43,829	10,749	25%
Other	74,138	190,403	116,265	61%
Total Contractual Expense	274,927	622,041	347,115	56%
Retiree Supp. Annuities and health care costs	245,493	252,159	6,666	3%
Contribution to Government of Guam	58,458	60,809	2,350	4%
Total Retiree Benefits	303,952	312,968	9,017	3%
Total Operating Expenses	9,219,571	8,887,913	(331,658)	-4%
Earnings (Loss) from Operations	1,738,260	1,940,757	(202,496)	-10%
Interest Income - 2010/13/14/16/17/20 Series Bond	555,564	647,004	(91,440)	-14%
Interest Income - Other Funds	171,742	22,917	148,826	649%
Interest Income - SDC	14,618	873	13,745	1574%
Interest Expense - 2010/13/14/16/17/20 Series Bond	(2,356,839)	(2,356,839)	-	0%
Loss on Asset Disposal	-	(56,499)	56,499	-100%
Amortization of Discount, Premium and Issuance Costs	(1,299,935)	124,228	(1,424,163)	-1146%
Defeasance due to bond refunding	2,868,923	(170,449)	3,039,372	-1783%
Prior Year Adjustment	15,569	(7,229)	22,798	-315%
Total non-operating revenues (expenses)	(30,357)	(1,795,994)	1,765,637	-98%
Net Income (Loss) before capital contributions	1,707,903	144,762	1,563,141	1080%
Capital Contributions				
Grants from US Government	70,723	1,686,437	(1,615,714)	-96%
Grants from GovGuam & Others	111,660	8,937	102,723	1149%
Total Capital Contributions	182,383	1,695,374	(1,512,991)	-89%
Change in Net Assets	1,890,286	1,840,136	50,150	3%
Debt Service Calculation				
Earnings From Operations	1,738,260	1,940,757		
System Development Charge	(36,743)	(102,000)		
Retiree COLA	58,458	60,809		
Interest/Investment Income	171,742	22,917		
Depreciation	2,383,892	2,401,423		
Plus withdrawals (deposits) to Rate Stabilization Fund	-	79,167		
Balance Available for Debt Service per Section 6.12	4,315,609	4,403,072		
Debt Service				
Principal	896,667	896,667		
Interest	2,356,839	2,356,839		
Total	3,253,505	3,253,505		
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.33	1.35		
Debt Service Coverage (1.30X) (PUC)	1.33	1.35		

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings
 Comparative for the period ending April 30, 2024 and 2023

SCHEDULE C

	Month to Date		Variance Increase / (Decrease)
	Actual (Unaudited) April-24	Actual (Unaudited) April-23	
OPERATING REVENUES			
Water Revenues	6,613,311	5,273,673	1,339,638
Wastewater Revenues	3,898,908	2,927,764	971,144
Legislative Surcharge	345,566	244,335	101,232
Other Revenues	63,302	38,154	25,149
System Development Charge	36,743	341,583	(304,839)
Total Operating Revenues	<u>10,957,832</u>	<u>8,825,508</u>	<u>2,132,324</u>
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	1,840,008	473,093	1,366,915
Power Purchases	1,834,663	2,223,291	(388,627)
Total Utility Costs	<u>3,674,671</u>	<u>2,696,384</u>	<u>978,287</u>
Salaries and Wages	1,597,626	1,521,354	76,271
Pension and Benefits	674,385	593,200	81,185
Total Salaries and Benefits	<u>2,272,010</u>	<u>2,114,554</u>	<u>157,457</u>
Capitalized Labor and Benefits	(323,639)	(320,581)	(3,059)
Net Salaries and Benefits	<u>1,948,371</u>	<u>1,793,973</u>	<u>154,398</u>
Administrative and General Expenses			
Sludge removal	85,019	62,779	22,240
Chemicals	128,482	116,193	12,289
Materials & Supplies	100,815	95,724	5,091
Transportation	27,071	55,416	(28,345)
Communications	10,912	13,027	(2,115)
Claims	-	588	(588)
Insurance	137,905	147,927	(10,022)
Training & Travel	5,769	3,349	2,419
Advertising	-	15,658	(15,658)
Miscellaneous	133,797	112,344	21,453
Regulatory Expense	9,817	12,942	(3,125)
Bad Debts Provision	(5,828)	168,915	(174,743)
Total Administrative and General Expense	<u>633,759</u>	<u>804,862</u>	<u>(171,103)</u>
Depreciation Expense	<u>2,383,892</u>	<u>2,418,760</u>	<u>(34,869)</u>
Contractual Expense			
Audit & Computer Maintenance	99,456	177,283	(77,827)
Building rental	48,905	48,327	579
Equipment rental	19,347	48,773	(29,426)
Legal	-	114,414	(114,414)
Laboratory	33,080	2,017	31,063
Other	74,138	117,268	(43,130)
Total Contractual Expense	<u>274,927</u>	<u>508,083</u>	<u>(233,156)</u>
Retiree Supp. Annuities and health care costs	245,493	242,287	3,207
Contribution to Government of Guam	58,458	56,100	2,358
Total Retiree Benefits	<u>303,952</u>	<u>298,387</u>	<u>5,565</u>
Total Operating Expenses	<u>9,219,571</u>	<u>8,520,448</u>	<u>699,123</u>
Earnings (Loss) from Operations	<u>1,738,260</u>	<u>305,060</u>	<u>1,433,201</u>
Interest Income - 2010/13/14/16/17/20 Series Bond	555,564	881,995	(326,432)
Interest Income - Other Funds	171,742	125,781	45,961
Interest Income - SDC	14,618	9,301	5,317
Interest Expense - 2010/13/14/16/17/20 Series Bond	(2,356,839)	(2,400,140)	43,301
Contributions from Local Government	-	1,800,000	(1,800,000)
Amortization of Discount, Premium and Issuance Costs	(1,299,935)	124,228	(1,424,163)
Defeasance due to bond refunding	2,868,923	(170,449)	3,039,372
Prior Year Adjustment	15,569	(16,741)	32,310
Total non-operating revenues (expenses)	<u>(30,357)</u>	<u>353,976</u>	<u>(384,333)</u>
Net Income (Loss) before capital contributions	<u>1,707,903</u>	<u>659,036</u>	<u>1,048,867</u>
Capital Contributions			
Grants from US Government	70,723	1,851,839	(1,781,116)
Grants from GovGuam & Others	111,660	-	111,660
Total Capital Contributions	<u>182,383</u>	<u>1,851,839</u>	<u>(1,669,456)</u>
Change in Net Assets	<u>1,890,286</u>	<u>2,510,874</u>	<u>(620,588)</u>
Debt Service Calculation			
Earnings From Operations	1,738,260	305,060	
System Development Charge	(36,743)	(341,583)	
Retiree COLA	58,458	56,100	
Interest/Investment Income	171,742	125,781	
Depreciation	2,383,892	2,418,760	
ARPA Grant	-	1,800,000	
Balance Available for Debt Service per Section 6.12	<u>4,315,609</u>	<u>4,364,119</u>	
Debt Service			
Principal	896,667	852,917	
Interest	2,356,839	2,400,140	
Total	<u>3,253,505</u>	<u>3,253,056</u>	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	<u>1.33</u>	<u>1.34</u>	
Debt Service Coverage (1.30X) (PUC)	<u>1.33</u>	<u>1.34</u>	

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings
Comparative Budget vs. Actual for the period ending April 30, 2024

SCHEDULE D

	Year to Date		Variance Favorable / (Unfavorable)
	Actual (Unaudited) April-24	Budget April-24	
OPERATING REVENUES			
Water Revenues	46,347,691	46,946,442	(598,751)
Wastewater Revenues	25,690,770	25,567,954	122,816
Legislative Surcharge	2,360,526	2,295,616	64,911
Other Revenues	269,000	276,675	(7,675)
System Development Charge	938,731	714,000	224,731
Total Operating Revenues	75,606,718	75,800,687	(193,968)
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	6,995,251	3,441,667	(3,553,585)
Power Purchases	12,368,241	13,545,915	1,177,674
Total Utility Costs	19,363,492	16,987,581	(2,375,911)
Salaries and Wages	11,262,973	12,778,923	1,515,950
Pension and Benefits	4,682,790	4,549,137	(133,653)
Total Salaries and Benefits	15,945,763	17,328,061	1,382,297
Capitalized Labor and Benefits	(1,716,254)	(2,426,165)	(709,911)
Net Salaries and Benefits	14,229,510	14,901,896	672,386
Administrative and General Expenses			
Sludge removal	651,696	195,951	(455,745)
Chemicals	762,740	1,119,610	356,870
Materials & Supplies	697,216	1,449,580	752,364
Transportation	271,582	452,060	180,478
Communications	64,369	92,873	28,504
Claims	-	104,417	104,417
Insurance	1,030,932	1,129,333	98,401
Training & Travel	127,658	117,340	(10,318)
Advertising	13,831	78,391	64,560
Miscellaneous	918,609	783,945	(134,664)
Regulatory Expense	100,545	127,750	27,205
Bad Debts Provision	170,952	1,319,638	1,148,686
Total Administrative and General Expense	4,810,131	6,970,888	2,160,757
Depreciation Expense	16,785,856	16,809,961	24,105
Contractual Expense			
Audit & Computer Maintenance	981,308	1,160,400	179,091
Building rental	341,222	351,846	10,624
Equipment rental	209,525	327,420	117,894
Legal	130,018	875,000	744,982
Laboratory	372,741	306,804	(65,937)
Other	652,039	1,332,819	680,780
Total Contractual Expense	2,686,854	4,354,288	1,667,434
Retiree Supp. Annuities and health care costs	1,876,307	1,765,115	(111,192)
Contribution to Government of Guam	409,208	425,662	16,453
Total Retiree Benefits	2,285,515	2,190,777	(94,739)
Total Operating Expenses	60,161,358	62,215,391	2,054,033
Earnings (Loss) from Operations	15,445,361	13,585,296	1,860,065
Interest Income - 2010/13/14/16/17/20 Series Bond	6,223,037	4,529,028	1,694,009
Interest Income - Other Funds	1,423,632	160,417	1,263,215
Interest Income - SDC	113,939	6,111	107,828
Interest Expense - 2010/13/14/16/17/20 Series Bond	(16,497,871)	(16,497,871)	-
Loss on Asset Disposal	(239,497)	(395,492)	155,995
Amortization of Discount, Premium and Issuance Costs	(361,841)	869,596	(1,231,437)
Defeasance due to bond refunding	1,856,151	(1,193,145)	3,049,296
Prior Year Adjustment	(35,235)	(50,604)	15,369
Total non-operating revenues (expenses)	(7,517,685)	(12,571,960)	5,054,275
Net Income (Loss) before capital contributions	7,927,676	1,013,336	6,914,340
Capital Contributions			
Grants from US Government	1,648,061	11,805,056	(10,156,995)
Grants from GovGuam & Others	143,029	62,560	80,470
Total Capital Contributions	1,791,090	11,867,616	(10,076,526)
Change in Net Assets	9,718,766	12,880,952	(3,162,186)
Debt Service Calculation			
Earnings From Operations	15,445,361	13,585,296	
System Development Charge	(938,731)	(714,000)	
Retiree COLA	409,208	425,662	
Interest/Investment Income	1,423,632	160,417	
Depreciation	16,785,856	16,809,961	
Plus withdrawals (deposits) to Rate Stabilization Fund	-	554,167	
Balance Available for Debt Service per Section 6.12	33,125,326	30,821,501	
Debt Service			
Principal	6,276,667	6,276,667	
Interest	16,497,871	16,497,871	
Total	22,774,538	22,774,538	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.45	1.35	
Debt Service Coverage (1.30X) (PUC)	1.45	1.35	

GUAM WATERWORKS AUTHORITY Statement of Operations and Retained Earnings Comparative for the period ending April 30, 2024 and 2023			SCHEDULE E
	Year to Date		Variance
	Actual (Unaudited) April-24	Actual (Unaudited) April-23	Increase / (Decrease)
OPERATING REVENUES			
Water Revenues	46,347,691	39,245,621	7,102,070
Wastewater Revenues	25,690,770	21,654,697	4,036,073
Legislative Surcharge	2,360,526	1,828,130	532,396
Other Revenues	269,000	347,988	(78,988)
System Development Charge	938,731	1,040,554	(101,823)
Total Operating Revenues	75,606,718	64,116,990	11,489,729
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	6,995,251	3,839,071	3,156,180
Power Purchases	12,368,241	16,031,566	(3,663,325)
Total Utility Costs	19,363,492	19,870,637	(507,145)
Salaries and Wages	11,262,973	11,175,077	87,896
Pension and Benefits	4,682,790	4,366,869	315,922
Total Salaries and Benefits	15,945,763	15,541,946	403,818
Capitalized Labor and Benefits	(1,716,254)	(1,586,423)	(129,831)
Net Salaries and Benefits	14,229,510	13,955,523	273,987
Administrative and General Expenses			
Sludge removal	651,696	369,619	282,077
Chemicals	762,740	786,374	(23,634)
Materials & Supplies	697,216	766,353	(69,137)
Transportation	271,582	317,425	(45,843)
Communications	64,369	71,330	(6,961)
Claims	-	28,307	(28,307)
Insurance	1,030,932	1,035,488	(4,556)
Training & Travel	127,658	56,833	70,825
Advertising	13,831	38,099	(24,268)
Miscellaneous	918,609	704,637	213,973
Regulatory Expense	100,545	117,162	(16,617)
Bad Debts Provision	170,952	1,254,569	(1,083,617)
Total Administrative and General Expense	4,810,131	5,546,194	(736,063)
Depreciation Expense	16,785,856	16,681,663	104,193
Contractual Expense			
Audit & Computer Maintenance	981,308	1,155,451	(174,143)
Building rental	341,222	337,075	4,147
Equipment rental	209,525	289,806	(80,281)
Legal	130,018	430,843	(300,825)
Laboratory	372,741	170,357	202,384
Other	652,039	960,446	(308,407)
Total Contractual Expense	2,686,854	3,343,980	(657,125)
Retiree Supp. Annuities and health care costs	1,876,307	1,671,267	205,040
Contribution to Government of Guam	409,208	392,700	16,508
Total Retiree Benefits	2,285,515	2,063,967	221,549
Total Operating Expenses	60,161,358	61,461,962	(1,300,605)
Earnings (Loss) from Operations	15,445,361	2,655,027	12,790,333
Interest Income - 2010/13/14/16/17/20 Series Bond	6,223,037	5,082,134	1,140,904
Interest Income - Other Funds	1,423,632	729,528	694,104
Interest Income - SDC	113,939	26,077	87,862
Interest Expense - 2010/13/14/16/17/20 Series Bond	(16,497,871)	(16,800,979)	303,107
Contributions from Local Government	-	8,800,000	(8,800,000)
Loss on Asset Disposal	(239,497)	(225,995)	(13,502)
Amortization of Discount, Premium and Issuance Costs	(361,841)	869,596	(1,231,437)
Defeasance due to bond refunding	1,856,151	(1,193,145)	3,049,296
Prior Year Adjustment	(35,235)	(151,145)	115,910
Total non-operating revenues (expenses)	(7,517,685)	(2,863,928)	(4,653,757)
Net Income (Loss) before capital contributions	7,927,676	(208,901)	8,136,577
Capital Contributions			
Grants from US Government	1,648,061	10,145,255	(8,497,194)
Grants from GovGuam & Others	143,029	35,749	107,281
Total Capital Contributions	1,791,090	10,181,003	(8,389,913)
Change in Net Assets	9,718,766	9,972,102	(253,336)
Debt Service Calculation			
Earnings From Operations	15,445,361	2,655,027	
System Development Charge	(938,731)	(1,040,554)	
Retiree COLA	409,208	392,700	
Interest/Investment Income	1,423,632	729,528	
Depreciation	16,785,856	16,681,663	
Plus withdrawals (deposits) to Rate Stabilization Fund	-	2,550,000	
ARPA Grant	-	8,800,000	
Balance Available for Debt Service per Section 6.12	33,125,326	30,768,364	
Debt Service			
Principal	6,276,667	5,970,417	
Interest	16,497,871	16,800,979	
Total	22,774,538	22,771,395	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.45	1.35	
Debt Service Coverage (1.30X) (PUC)	1.45	1.35	

SCHEDULE F

Guam Waterworks Authority Statement of Cash Flows (Unaudited) FY2024	YTD Apr-24	YTD Sep-23	Increase (Decrease)
Cash flows from operating activities:			
Cash received from trade and others	68,973,261	109,423,799	(40,450,538)
Cash payments to suppliers/contractors for goods and services	(18,883,492)	(46,036,276)	27,152,784
Cash payments to employees for services	(15,648,504)	(14,198,864)	(1,449,640)
Cash payments for retiree healthcare costs and other benefits	(2,285,515)	(3,560,495)	1,274,980
Net cash provided by operating activities	32,155,749	45,628,164	(13,472,415)
Cash flows from noncapital financing activities:			
Receipts from the Local Government operating grant	-	12,400,000	(12,400,000)
Proceeds from legal settlement	-	950,000	(950,000)
	-	13,350,000	(13,350,000)
Cash flows from capital and related financing activities:			
Contributed capital received (grants)	3,011,313	9,843,758	(6,832,445)
Acquisition of utility plant	(11,569,202)	(41,331,452)	29,762,250
Repayment of Long Term Debt	(191,308,535)	(10,235,000)	(181,073,535)
Interest expense	(13,338,249)	(28,801,678)	15,463,429
Net cash provided by (used in) capital and related financing activities	(213,204,673)	(70,524,372)	(142,680,301)
Cash flows from investing activities:			
Transfers from (to) restricted fund	(8,840,317)	11,442,493	(20,282,810)
Interest income received	7,760,608	11,604,779	(3,844,171)
Net cash provided by investing activities	(1,079,708)	23,047,272	(24,126,980)
Net increase (decrease) in cash	(182,128,633)	11,501,064	(193,629,697)
Unrestricted cash at beginning of the period	50,324,888	38,823,824	11,501,063
Unrestricted cash at end of period	(131,803,745)	50,324,888	(182,128,633)
Reconciliation of operating loss to net cash provided by operating activities:			
Operating Income (loss)	15,445,361	3,208,386	12,236,975
Adjustments to reconcile to net cash provided by operating activities:			
Depreciation expense	16,785,856	30,911,997	(14,126,141)
Bad debts (recovery)	170,952	421,467	(250,515)
Capitalized labor and benefits	(1,716,254)	(3,075,928)	1,359,674
Other Non-cash adjustments		(323,071)	323,071
(Increase) decrease in assets:			
Accounts receivable	(6,661,968)	1,249,367	(7,911,335)
Materials and supplies inventory	104,509	(623,993)	728,502
Prepaid expenses	644,381	526,069	118,312
Regulatory Assets	-	(62,188)	62,188
Increase (decrease) in liabilities:			
Accounts payable	(207,633)	(177,966)	(29,667)
Accrued payroll and employee benefits	297,259	13,098,151	(12,800,892)
Customer deposits	28,511	(6,345)	34,856
Other liabilities	7,264,776	482,218	6,782,558
Net cash provided by operating activities	32,155,749	45,628,164	(13,472,414)

GUAM WATERWORKS AUTHORITY
Restricted and Unrestricted Cash Summary
FY2024

SCHEDULE G

Description	Unaudited April 30, 2024	Unaudited September 30, 2023	Increase (Decrease)
UNRESTRICTED			
Change Fund	2,000	2,000	-
Petty Cash	3,930	3,930	-
BOG Deposit Accounts	29,158,429	26,112,801	3,045,628
BOG O & M Reserve	14,903,334	14,477,230	426,104
BOG CapEx Fund	8,028,562	8,778,927	(750,365)
BOG Rate Stabilization Fund	950,000	950,000	-
Sub-total Unrestricted	53,046,255	50,324,888	2,721,367
			(0)
RESTRICTED			
Bank Pacific	8,592	6,345	2,246
Bank of Hawaii	253,650	167,390	86,260
Community First FCU	1,503	2,538	(1,035)
First Hawaiian Bank	84,852	82,921	1,931
Bank Pacific Surcharge	2,197,723	6,863	2,190,860
Bank Pacific Escrow Deposit	958,767	958,711	56
BOG Customer Refunds	2,270,555	2,157,517	113,039
BOG Sewer Hookup Revolving Fund	2,143,638	2,079,769	63,868
BOG Operation and Maintenance Fund	3,083,482	3,083,482	-
BOG Revenue Trust	809,474	(137,922)	947,397
BOG Revenue Trust Fund	7,809,291	10,471,820	(2,662,529)
BOG Capital Improvement Revenue Fund	13,562,039	8,452,503	5,109,535
	33,183,566	27,331,937	5,851,629
BOG - SDC Deposit	1,190,670	1,125,796	64,875
BOG - SDC CDs	5,250,000	4,250,000	1,000,000
Total SDC	6,440,670	5,375,796	1,064,875
Total Restricted	39,624,237	32,707,733	6,916,504
Reserve Funds			
BOG Series 2013 Construction Fund	3,475,325	3,459,448	15,877
BOG Series 2016 Construction Fund	23,282,481	27,091,177	(3,808,697)
BOG Series 2017 Refunding Construction Fund	3,634,447	3,648,718	(14,271)
BOG Series 2020A Construction Fund	112,453,551	111,457,380	996,171
BOG CIF-Construction Fund Transfers	4,848,695	4,710,065	138,630
BOG 2024AB COI Funds	152,434	-	152,434
Total Restricted - Held by Trustee	147,846,933	150,366,788	(2,519,855)
			(0)
BOG OMRRRF Fund	19,560,351	17,423,213	2,137,138
USB Series 2013 Debt Service Fund	364,716	1,494,615	(1,129,899)
USB Series 2013 Debt Service Reserve Fund	12,031,688	12,031,688	-
USB Series 2014 Refunding Debt Service Reserve Fund	12,272,510	10,100,975	2,171,535
USB Series 2016 Debt Service Fund	2,258,634	2,061,782	196,852
USB Series 2016 Debt Service Reserve Fund	7,591,999	7,591,999	-
USB Series 2017 Refunding Debt Service Reserve Fund	7,566,460	7,566,460	-
USB Series 2017 Debt Service Fund	3,121,666	2,015,191	1,106,476
USB Series 2020A Debt Service Fund	2,359,186	1,753,543	605,642
USB Series 2020A Debt Service Reserve Fund	6,659,700	6,659,700	-
USB Series 2020B Debt Service Reserve Fund	896,422	1,540,498	(644,076)
Total Investments	74,683,333	70,239,665	4,443,668
			(0)
Total Restricted and Unrestricted Cash	315,200,757	303,639,073	11,561,684

**Guam Waterworks Authority
Accounts Receivable - Government (Active)
April 30, 2024**

SCHEDULE H

A G I N G

Customer Name	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total
Autonomous Agencies (Active)							
Guam Int'L Airport Authority	8	104	113	103	123	262,187	262,631
Guam Power Authority	25	29,217	5,835	5,853	-	-	40,906
Guam Housing & Urban Renewal Authority	10	5,964	-	-	-	-	5,964
Port Authority Of Guam	6	2,608	-	-	-	-	2,608
Guam Solid Waste Authority	4	858	805	611	17	-	2,290
Guam Housing Corporation	1	46	-	-	-	-	46
Total Autonomous Agencies	54	38,798	6,752	6,568	140	262,187	314,446
Semi-Autonomous Agencies (Active)							
Guam Memorial Hospital Authority	3	45,922	48,009	48,598	49,333	108,528	300,390
University Of Guam	48	112,548	-	-	-	-	112,548
Guam Environmental Protection Agency	2	290	1	-	-	-	291
Total Semi-Autonomous Agencies	53	158,760	48,009	48,598	49,333	108,528	413,228
Line Agencies (Active)							
Dept Of Education	51	301,980	294,303	173,303	122,807	208,875	1,101,269
Dept Of Corrections	9	126,724	101,583	3,063	880	-	232,248
Dept Of Parks & Recreation	13	60,374	53,202	37,045	13,190	1,372	165,183
Dept Of Public Works	10	21,097	18,909	3,871	-	245	44,123
Dept Of Agriculture	7	4,608	5,341	5,957	4,931	9,845	30,682
Guam Fire Department	11	7,265	7,682	9,168	2,333	521	26,969
Dept Of Public Health & Social Services	9	4,448	3,085	1,700	1,676	5,731	16,641
Guam Police Department	9	4,272	5,140	1,980	727	158	12,277
Dept Of Military Affairs/Guarn	1	-	2,642	5,739	0	-	8,381
Dept Of Chamorro Affairs	7	4,100	330	-	-	-	4,429
Guam Veterans Affairs Office	2	1,054	911	821	249	-	3,036
Dept Of Mental Health And Substance	4	2,076	405	167	-	-	2,648
Office Of The Governor	2	1,662	629	-	-	-	2,291
Dept Of Administration	3	1,471	133	-	-	-	1,605
Dept Of Customs & Quarantine	1	528	528	528	-	-	1,584
Guam Visitors Bureau	2	1,130	-	-	-	-	1,130
Guam Homeland Security/Civil Defense	1	1,079	-	-	-	-	1,079
Guam Public Library	6	680	128	-	-	-	807
Guam Energy Office	1	217	-	-	-	-	217
Office Of Technology	1	192	-	-	-	-	192
Dept Of Youth Affairs	3	128	-	-	-	-	128
Department Of Administration	1	92	-	-	-	-	92
Total Line Agencies	154	545,177	494,951	243,342	146,793	226,748	1,657,010
Other Government of Guam Entities (Active)							
Mayors Council Of Guam	63	20,933	15,921	11,195	8,930	16,541	73,519
The Office Of The Dededo Mayor	1	374	576	953	-	-	1,903
Merizo Mayor	1	101	102	-	-	-	203
Total Other Government of Guam Entities	65	21,409	16,598	12,148	8,930	16,541	75,625
Total as of April 30, 2024 (Active)	326	764,144	566,311	310,656	205,196	614,004	2,460,310

CCU Regular Board Meeting, May 28, 2024 - GWA

GUAM WATERWORKS AUTHORITY
Accounts Receivable Aging Summary by Rate Class
As of April 30, 2024

SCHEDULE I

ACTIVE AND INACTIVE

Rate Class	A G I N G							Total	
	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days			
Government	444	\$ 2,429,032	\$ 3,615,051	\$ 351,348	\$ 208,810	\$ 834,996	\$ 7,439,236	29%	
Agriculture	416	40,216	5,206	9,335	3,982	29,288	88,028	0%	
Commercial I	2,701	1,469,655	220,204	102,705	30,785	577,687	2,401,036	9%	
Commercial II	53	276,282	82,015	4,519	-	80,916	443,732	2%	
Commercial III	289	590,940	89,530	92,994	20,505	420,022	1,213,991	5%	
Golf Course	14	14,330	106	106	5	-	14,546	0%	
Hotel	56	1,848,587	99,857	39,536	18,129	702,879	2,708,988	11%	
Irrigation	31	3,422	535	45	-	1,295	5,298	0%	
Residential	47,800	4,133,340	960,378	462,252	314,133	5,603,040	11,473,143	44%	
	51,804	10,805,804	5,072,882	1,062,841	596,349	8,250,123	25,787,999	100%	
		42%	20%	4%	2%	32%			

Less Allowance for Doubtful Accounts: (9,582,684)
Net Accounts Receivable: 16,205,315

Days Receivables Outstanding: 40

As of February 29, 2024

Rate Class	A G I N G							Total	
	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days			
Government	442	\$ 3,365,199	\$ 692,995	\$ 469,284	\$ 176,571	\$ 779,605	\$ 5,483,654	22%	
Agriculture	419	34,218	15,457	6,828	4,390	29,055	89,948	0%	
Commercial I	2,695	1,501,087	205,375	37,894	82,678	560,701	2,387,735	10%	
Commercial II	52	350,386	27,585	4,156	185	80,916	463,229	2%	
Commercial III	289	664,084	136,540	41,052	95,864	340,782	1,278,321	5%	
Golf Course	16	14,569	408	283	267	5,677	21,203	0%	
Hotel	55	2,076,741	188,061	27,771	34,119	698,806	3,025,499	12%	
Irrigation	32	3,255	387	372	71	1,295	5,379	0%	
Residential	47,672	4,554,209	853,795	470,572	300,526	5,570,224	11,749,326	48%	
	51,672	12,563,747	2,120,602	1,088,211	694,673	8,067,061	24,504,294	100%	
		51%	9%	4%	3%	33%			

Less Allowance for Doubtful Accounts: (9,582,684)
Net Accounts Receivable: 14,921,610

Days Receivables Outstanding: 40

ACTIVE ONLY

Rate Class	A G I N G							Total	
	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days			
Government	443	\$ 1,351,620	\$ 3,615,051	\$ 351,348	\$ 208,810	\$ 834,996	\$ 6,359,934	33%	
Agriculture	393	40,092	5,024	5,233	461	1,946	52,757	0%	
Commercial I	2,562	1,462,503	219,643	97,416	29,910	341,266	2,150,737	11%	
Commercial II	38	276,282	82,015	4,519	-	80,916	443,732	2%	
Commercial III	274	590,906	89,487	90,879	19,836	378,722	1,169,831	6%	
Golf Course	12	14,224	-	-	-	-	14,224	0%	
Hotel	53	1,840,217	99,857	39,536	18,129	62,357	2,060,096	11%	
Irrigation	30	3,422	535	45	-	-	4,003	0%	
Residential	40,266	4,064,395	918,846	386,167	246,646	1,559,116	7,175,170	37%	
	44,071	9,643,662	5,030,457	975,144	523,792	3,257,428	19,430,483	100%	
		50%	26%	5%	3%	17%			

Less Allowance for Doubtful Accounts: (9,582,684)
Net Accounts Receivable: 9,847,799

Rate Class	A G I N G							Total	
	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days			
Government	441	\$ 3,365,199	\$ 692,995	\$ 469,284	\$ 176,571	\$ 777,715	\$ 5,481,763	28%	
Agriculture	395	34,002	11,355	3,287	1,395	4,293	54,332	0%	
Commercial I	2,557	1,500,063	199,799	36,944	79,837	304,587	2,121,230	11%	
Commercial II	38	350,386	27,585	4,156	185	80,916	463,229	2%	
Commercial III	275	664,084	134,554	40,577	92,426	302,999	1,234,639	6%	
Golf Course	16	14,569	408	283	267	5,677	21,203	0%	
Hotel	53	2,076,741	188,061	27,771	34,119	58,284	2,384,977	12%	
Irrigation	31	3,255	387	372	71	-	4,084	0%	
Residential	40,251	4,506,657	792,642	415,266	246,368	1,603,063	7,563,997	39%	
	44,057	12,514,955	2,047,786	997,940	631,239	3,137,534	19,329,454	100%	
		65%	11%	5%	3%	16%			

Less Allowance for Doubtful Accounts: (9,582,684)
Net Accounts Receivable: 9,746,771

GUAM WATERWORKS AUTHORITY
Accounts Payable Aging

SCHEDULE J

As of	AGING						Total	Days Payable Outstanding
	Current	31 - 60 Days	61 - 90 Days	91 - 120 Days	> 120 Days			
April 30, 2024	\$ 3,125,861 76%	\$ 317,525 8%	\$ 153,581 4%	\$ 30,357 1%	\$ 494,726 12%	\$ 4,122,050 100%	34	
March 31, 2024	\$ 2,714,584 73%	\$ 394,692 11%	\$ 70,496 2%	\$ 11,587 0%	\$ 507,461 14%	\$ 3,698,819 100%	39	
February 29, 2024	\$ 2,854,347 76%	\$ 131,602 4%	\$ 54,758 1%	\$ 138,639 4%	\$ 579,365 15%	\$ 3,758,711 100%	38	

**GUAM WATERWORKS AUTHORITY
WATER DEMAND BY RATE CLASS
FY2015 - FY2024**

SCHEDULE K

CLASS	AUDITED								UNAUDITED	Annualized Based on 7 months		% Inc / (Dec.)
	FY2015 TOTAL CONSUMPTION (kGal)	FY2016 TOTAL CONSUMPTION (kGal)	FY2017 TOTAL CONSUMPTION (kGal)	FY2018 TOTAL CONSUMPTION (kGal)	FY2019 TOTAL CONSUMPTION (kGal)	FY2020 TOTAL CONSUMPTION (kGal)	FY2021 TOTAL CONSUMPTION (kGal)	FY2022 CONSUMPTION (kGal)*	FY2023 TOTAL CONSUMPTION (kGal)	FY2024 TOTAL CONSUMPTION (kGal)		
R Residential	3,415,662	3,429,689	3,206,811	3,313,613	3,359,905	3,712,723	3,622,617	3,450,574	3,185,230	3,086,609	-3%	
C Commercial	1,020,089	1,022,890	964,639	910,905	906,192	822,029	786,054	818,460	816,393	849,706	4%	
F Federal	1,168	1,180	2,508	1,813	1,602	1,338	2,069	1,389	1,099	1,240	13%	
G Government	515,974	475,366	448,430	450,165	405,980	408,502	404,026	470,581	445,116	464,895	4%	
H Hotel	999,116	1,008,087	1,004,525	989,723	1,079,919	714,161	448,034	462,757	554,767	612,322	10%	
G Golf	6,850	6,770	5,252	2,741	2,793	5,835	2,855	3,796	6,415	909	-86%	
A Agriculture	67,376	78,628	69,482	81,127	90,803	84,492	68,805	65,719	49,748	63,231	27%	
I Irrigation	10,385	11,351	10,143	8,504	7,896	8,654	5,404	4,888	3,242	3,424	6%	
GRAND TOTAL	6,036,620	6,033,960	5,711,790	5,758,590	5,855,091	5,757,733	5,339,864	5,278,164	5,062,012	5,082,338	0%	

**Guam Waterworks Authority
System Development Charges Project Status
As of April 30, 2024**

SCHEDULE L

Funding Summary

Total available project funds	\$ 18,582,433
Total project expenditures and encumbrances	12,445,814
Total unobligated project funds	\$ 6,136,620

Projects Funded

Project Description	Expenditures	Outstanding Encumbrances	Expenditures and Encumbrances
Agat-Santa Rita Wastewater Treatment Plant Replacement	1,202,006	-	1,202,006
Baza Gardens Wastewater Cross Island Pumping & Conveyance	1,151,116	2,854	1,153,971
Central Guam Reservoirs	276,008	4,032	280,040
Line Replacement Phase IV	256,937	-	256,937
Northern District WWTP	7,552,513	-	7,552,513
Northern District WWTP (Land Purchase)	1,000,000	-	1,000,000
Route 4 Relief Sewerline Rehab & Replacement	519,227	-	519,227
South Paulino Heights Waterline Upgrade	84,056	4,714	88,770
Talofof Sewer Improvement	-	241,142	241,142
Groundwater Well Production Meter Rep.	143,647	7,560	151,207
	\$ 12,185,510	\$ 260,303	\$ 12,445,814

Future planned projects

FY 2024-2025

Water Distribution System Pipe Replacement & Upgrades	500,000
Capacity Enhancement - Well Development and Construction Progr	394,000
Well Repair Program	200,000
	\$ 1,094,000



Issues for Decision

Resolution No. 07- FY2024

Relative to the Adoption of the 2022 Market Update and Strategic Pay Scale for the Guam Waterworks Authority

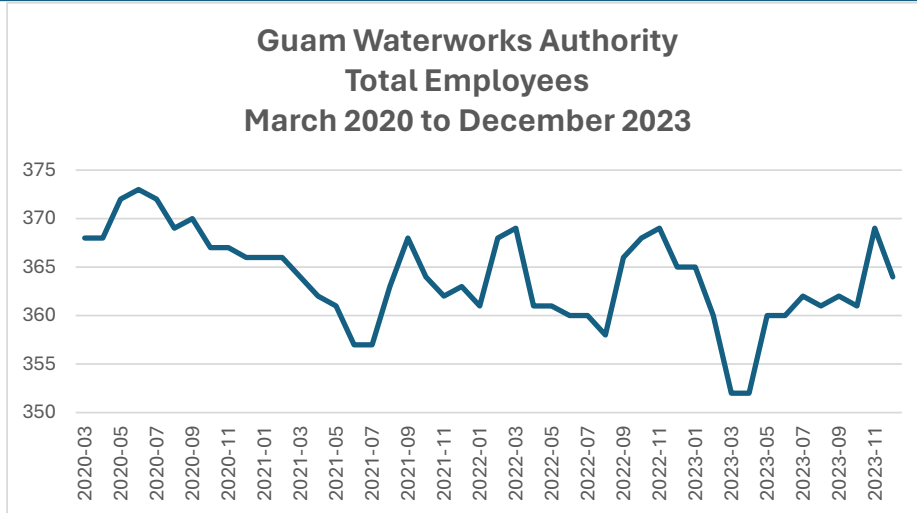
What is the project's objective and is it necessary and urgent?

In March 2023, Alan Searle and Associates completed a market review study based on U.S. water utility salaries in 2022 that compared the existing GWA 2017 CTP strategic pay scale for all positions (See Exhibit A). The update concluded that the salary levels established in 2017 have regressed on average from the 20th market percentile to the 5th market percentile compared to U.S. water utilities.

The study recommends regular market reviews and subsequent salary migrations until GWA employees reach the prevailing water utility market wage midpoint of 50%. The recommended methodology for salary migrations is to use range maximums which will move salaries closer to the midpoint than if range minimums are used. In addition, for hard to fill positions other tools such as above step recruitment and awarding higher pay for professional certifications should be considered for attracting and retaining personnel.

Additionally, the water sector in the United States is facing notable wage pressure, as highlighted by findings from the 2023 survey conducted by AWWA. Across utilities of varying sizes, compensation rates are rising at levels surpassing initial projections. According to AWWA's Water and Wastewater Utility Compensation Survey, conducted annually, the period from 2022 to 2023 saw significant increases in salaries across the board: 6.7% for large utilities, 3.9% for medium-sized utilities, and 7.9% for small utilities. Moreover, the survey revealed projections for 2024 indicate further salary increases, averaging around 4% for executives, managers, supervisors, and staff. The survey results align with the Alan Searle findings and informally explains what GWA is experiencing with continually higher turnover rates for the last several years.

Since the start of the COVID-19 pandemic in March 2020, GWA staffing levels initially declined due to a hiring freeze implemented in response to a steep decline in revenues caused by a sharp decline in visitor arrivals. From March 2020 to July 2021 (17 months), GWA lost 16 FTEs through attrition. In August 2021, GWA ended the hiring freeze and since that time has struggled to grow its workforce due to high turnover rates.



The main factors contributing to the high turnover rates are a tight job market, the military buildup, and the availability of higher-paying jobs elsewhere. Despite being an essential service provider, GWA faces challenges in retaining employees due to its relatively low pay scale compared to other water utilities and industries on and off-island.

GWA's turnover ratio data for FY2020 to FY2024:

	Separated	Turnover Ratio
FY2020	7	1.89%
FY2021	38	10.47%
FY2022	43	11.79%
FY2023	49	13.56%
FY2024 (projected)	66	18.33%

The high demand for workers, fueled by Guam's economic growth and the expansion of the military presence, has created increased competition for skilled workers. Many employees have left GWA for higher wages and better benefits offered by other employers, primarily the federal government and its contractors.

The COVID-19 pandemic and military build-up have also contributed to an escalation in the cost of living which has been a contributing factor to Guam residents (employees) relocating to the U.S. Mainland where higher paying jobs are available and living expenses are lower.

Guam Waterworks Authority						
Employee Separation Data - FY2021 to FY2024						
	FY21	FY22	FY23	FY24	Grand Total	Total Percentage
Fed, Fed Contractor	5	9	14	15	43	26.4%
Relocation off-island	1	4	9	2	16	9.8%
Government of Guam	2	7	9	7	25	15.3%
Retirement	9	10	5	4	28	17.2%
Adverse Action	14	5	2	2	23	14.1%
Unknown	5	5	3	2	15	9.2%
Private Sector	1	1	7	1	10	6.1%
Deceased	1	2	0	0	3	1.8%
Grand Total	38	43	49	33	163	100.0%

There's a noticeable upward trend in employees separating in FY23 and FY24 for employment with the Federal Government or its contractors. Transfers to other Government of Guam agencies and off-island relocations also increased significantly in FY23.

On April 1, 2023, the Government of Guam implemented an across the board 22% increase to its General Pay Plan. The primary reason was "to have a more competitive compensation structure to enable recruitment and retention of the best candidates and employees."¹

The consistent turnover of employees negatively impacts GWA operations, leading to increased costs and the loss of valuable institutional knowledge regarding GWA's systems, processes, and infrastructure. The employees hired to replace experienced personnel require an extensive amount of training before they are productive and not considered a safety risk. Lack of institutional knowledge also hinders the efficient operation of the utility and impedes decision-making processes.

High turnover also results in increased financial and opportunity costs for recruiting and onboarding new employees. Additionally, turnover leads to higher expenses for overtime pay, temporary staffing and a sense of instability and uncertainty within the workforce. High turnover has also reduced employee morale and decreased employee engagement and motivation.

It is critically important to implement GWA's strategic pay plan to improve the Authority's competitiveness, both locally in Guam and within the broader water utility industry. This initiative aims to not only elevate employee satisfaction but also foster performance excellence, drive higher productivity, and cultivate a deeper sense of loyalty and commitment to GWA's objectives and overall success.

¹ <https://governor.guam.gov/wp-content/uploads/2023/02/23.01-31-23-DOA-GPP-1.pdf>; page 1, second paragraph.

GWA is requesting approval for its strategic pay plan to adjust salaries over the next six years up to the 50th market percentile to incentivize and retain top-performing employees and reduce turnover rates. The recommended implementation schedule for GWA annual structural pay adjustments for FY2024 for three hundred forty-two employees (342) is the 25th Market Percentile (MP). The average salary increase is 11.78%.

Where is the location?

Not Applicable

How much will it cost?

Estimated cost for salary migration, mandated pay for performance increments and benefits:

25 th MP	\$1,427,318
35 th MP	\$1,500,298
40 th MP	\$709,293
45 th MP	\$708,011
50 th MP	\$554,465
Total:	\$5,607,187

When will it be completed?

Structural adjustments will be processed beginning FY2024 through FY2029, subject to the availability of funds.

What is the funding source?

Structural pay adjustments will be revenue funded.

The RFP/BID responses (if applicable):

Not Applicable



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. 07-FY2024

RELATIVE TO THE ADOPTION OF 2022 MARKET UPDATE AND STRATEGIC PAY SCALE FOR THE GUAM WATERWORKS AUTHORITY.

WHEREAS, under 12 G.C.A. § 14105, the Consolidated Commission on Utilities (“CCU”) has plenary authority over financial, contractual, and personnel 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 CCU Resolution 2006-04 and Public Law 28-159 approved the personnel rules and regulations governing the selection, compensation, promotion, performance evaluation, disciplinary action, and terms and conditions of employment for certified, technical, and professional personnel; and

WHEREAS, Public Law 28-159 added a new Chapter 5.200 to GWA’s Personnel Rules and Regulations, item 3.0.3, authorizes the CCU to approve, disapprove, or amend, the unified pay scale at any regularly scheduled meeting; and

WHEREAS, in March 2023, Alan Searle and Associates completed a market review study based on U.S. Mainland water utility salaries in 2022 that compared the existing GWA 2017 CTP strategic pay scale for all positions (See Exhibit A, Appendix A). The update concluded that the salary levels established in 2017 have regressed on average from the 20th market percentile to the 5th market percentile compared to U.S. Mainland water utilities.

WHEREAS, GWA has experienced an average turnover rate of 11.9% during the last three fiscal years, primarily due to employees seeking higher pay with other organizations.

1 However, the current fiscal year's turnover rate is anticipated to be significantly higher, projected
2 to reach 18.33%.

3
4 **WHEREAS** there is a noticeable upward trend in GWA employees separating in FY23
5 for employment with the federal government or its contractors. Transfers to other government of
6 Guam agencies and off-island relocations also increased significantly in FY23.

7
8 **WHEREAS** the consistent turnover of employees negatively impacts GWA operations,
9 leading to increased costs and the loss of valuable institutional knowledge regarding GWA's
10 systems, processes, and infrastructure.

11
12 **WHEREAS** GWA is requesting approval for its strategic pay plan to implement structural
13 salary adjustments to incentivize and retain top-performing employees and reduce turnover rates.
14 GWA will migrate to the 25th market percentile (MP) in FY2024 and thereafter up to the 50th MP
15 by FY2029.

16
17 **WHEREAS** the implementation of GWA's strategic pay plan aims to enhance the
18 Authority's competitiveness within the water utility industry and elevate employee satisfaction
19 levels, thereby fostering performance excellence, increased productivity, and a stronger sense of
20 loyalty and commitment to GWA's goals and success.

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

- 24
- 25 1. The recitals set forth above hereby constitute the findings of the CCU.
 - 26 2. To accept the recommendations of the 2022 market review update conducted
27 by Alan Searle and Associates, including implementation of a new and adjusted
28 strategic pay scale for all Certified, Technical, and Professional (CTP)
29 positions. (See Exhibit A, Appendix A).
 - 30 3. The GWA General Manager shall implement structural pay adjustments using
31 the 2022 pay scale to the 25th market percentile no later than June 2024 and to
the 50th market percentile by FY2029 subject to availability of funds.

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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 2024.

Certified by:

Attested by:

JOSEPH T. DUENAS

PEDRO ROY MARTINEZ

Chairperson

Secretary

SECRETARY’S CERTIFICATE

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: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

///

///

///

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CB EXHIBIT 1 CONSOLIDATED COMMISSION ON UTILITIES



Presentation to CCU - 24th October, 2023





ALAN SEARLE & ASSOCIATES

GPA - Guam Power Authority

GWA - Guam Waterworks Authority

GIAA - Guam International Airport Authority

PAG - Port Authority of Guam *

GCC - Guam Community College

UOG - University of Guam

GVB - Guam Visitors Bureau



COMPENSATION MODEL

What are the critical components ?





COMPENSATION MODEL

What are the critical components ?

- A. Internal Equity
- B. External Equity



COMPENSATION MODEL

What are the critical components ?

- A. Internal Equity - *internally equitable*
- B. External Equity - *externally competitive*



COMPENSATION MODEL

What are the critical components ?

A. Internal Equity	80%	} Gov. Guam
B. External Equity	20%	



COMPENSATION MODEL

What are the critical components ?

- | | | |
|--------------------|-----|---------------|
| A. Internal Equity | 20% | } A.S & Assoc |
| B. External Equity | 80% | |



COMPENSATION MODEL

What are the critical components ?

- A. Internal Equity 20%
 - B. External Equity 80%
 - C. Pay Schedule / Implementation Ranges
- Regression Analysis
-
- A diagram illustrating the regression analysis process. It shows two curved arrows: a light blue arrow pointing from item B (External Equity 80%) up to item A (Internal Equity 20%), and a grey arrow pointing from item A down to item B. The text "Regression Analysis" is written in yellow to the right of these arrows.

STRUCTURED & TRANSPARENT



COMPENSATION MODEL

A. Internal Equity





JOB EVALUATION

Criteria - 12 Factors

1	Education	7	Work Environment
2	Experience	8	Physical Demands
3	Complexity	9	Discretionary Decisions
4	Scope of Work	10	Contacts
5	Problem Solving	11	Authority Exercised
6	Supervision Received	12	Supervisory Responsibility



JOB EVALUATION

Results

GPA - 260 positions

- Range 225 to 1854 points (Av. 758)

GWA - 216 positions

- Range 223 to 1854 points (Av. 768)



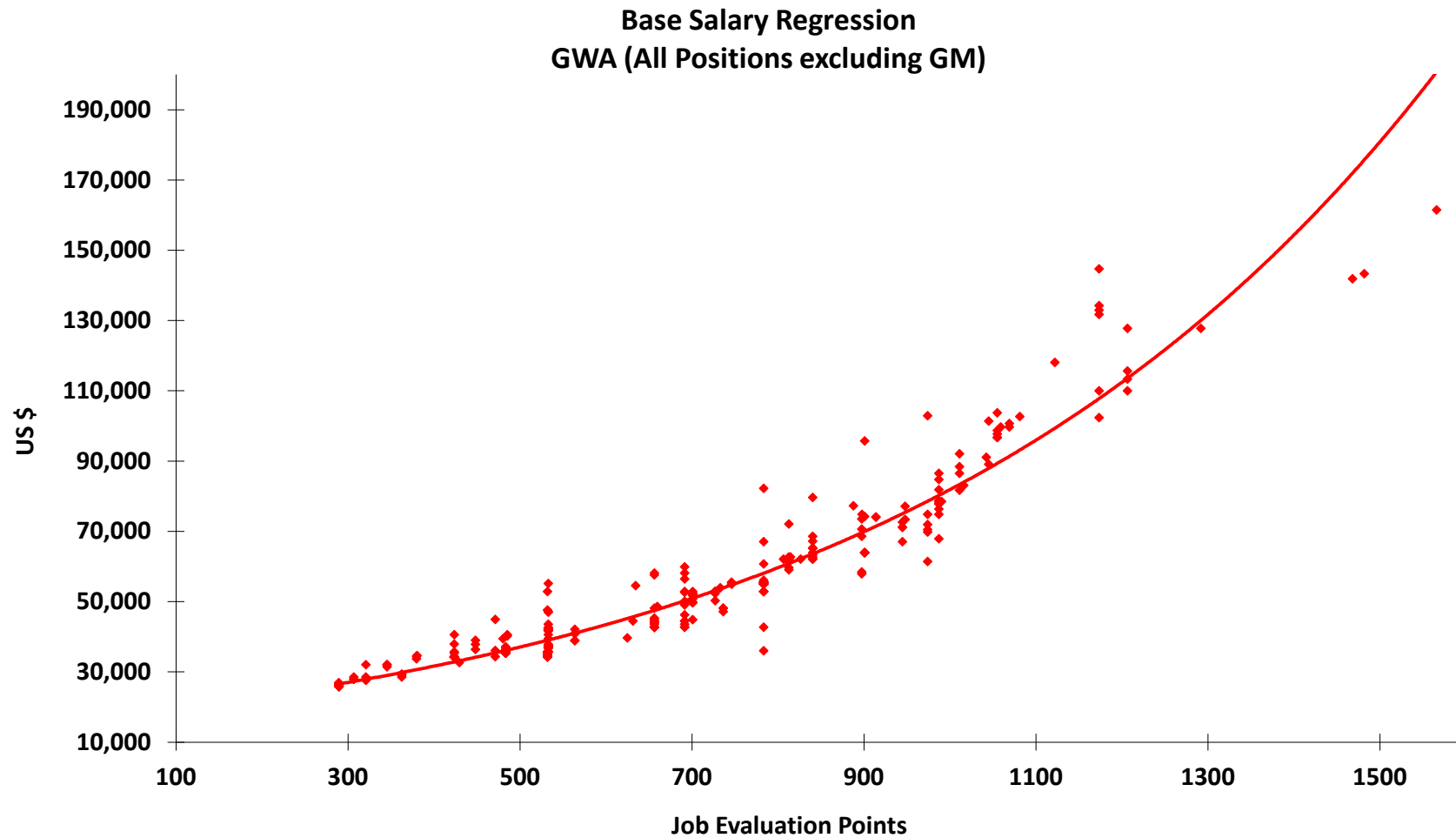
COMPENSATION MODEL

Regression Analysis - Internal





REGRESSION ANALYSIS - GWA





COMPENSATION MODEL

B. External Equity





MARKET DATA SOURCES

U.S. Mainland

1. American Public Power Association
2. American Water Works Association
3. U.S. Bureau of Labor Statistics
4. U.S. Department of Labor



MARKET DATA SOURCES

U.S. Mainland

5. U.S. Federal Government
6. Web Based Compensation Data
7. U.S. Utility Recruitment Companies
8. U.S. Utility Company Websites



MARKET DATA - Results

Appendix A : Pages 1 - 10 (Handout)

- Market Percentiles (5th - 95th)
- GPA - 260 positions
- GWA - 216 positions
- Data Includes Unclassified Positions



COMPENSATION MODEL

Regression Analysis - Int. + Ext.





REGRESSION ANALYSIS

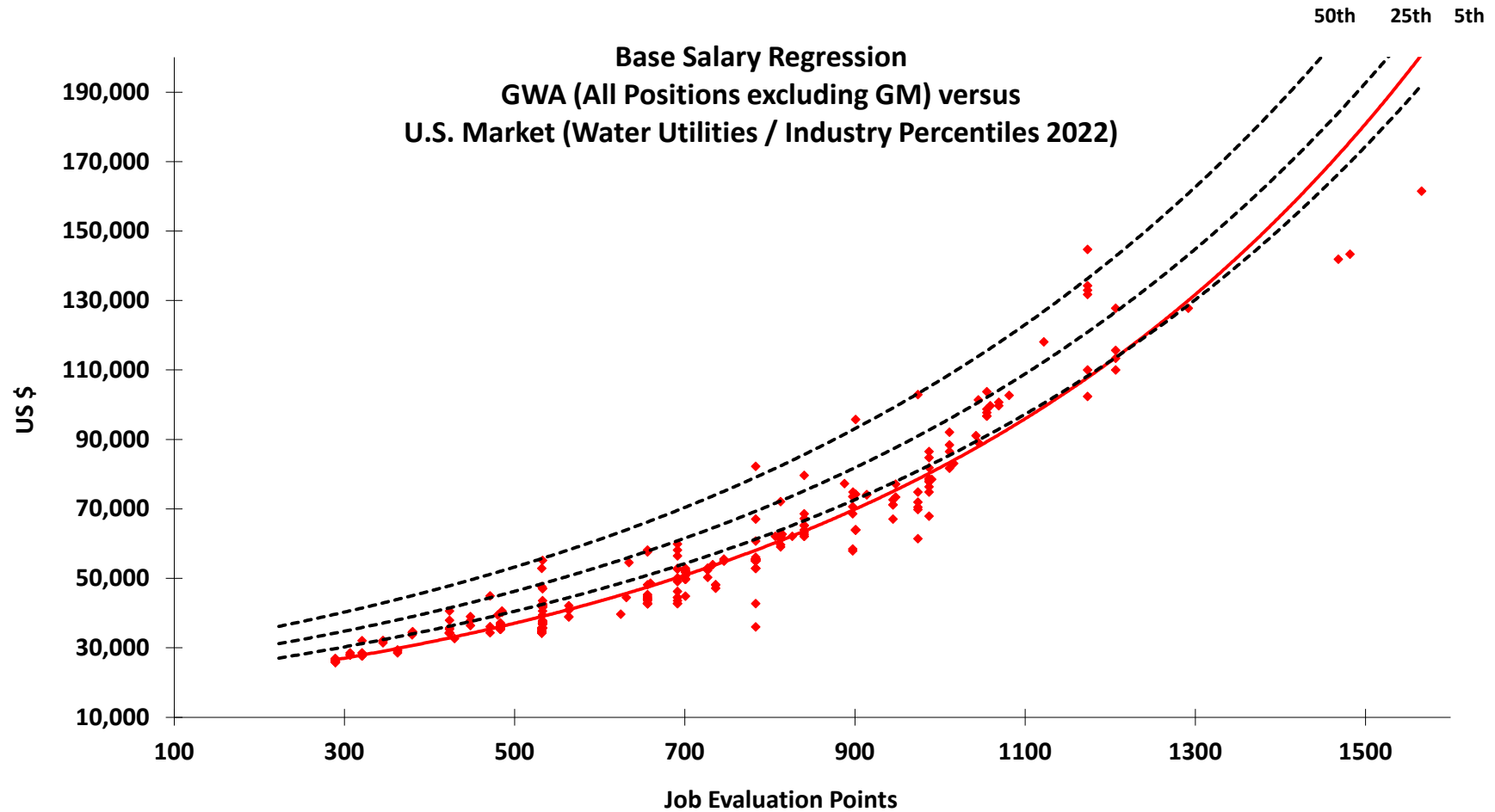
Appendix B : Page 11 (Handout)

- All positions (excluding GM's)
- Both utilities approximate the 5th market percentile (2022 market data)
- Exponential regression line (average)



REGRESSION ANALYSIS - GWA

APPENDIX B





**Before examining the cost
results the following are
seven factors impacting
GPA & GWA's
current market position
(5th market percentile / 2022)**



1. MARKET REVIEWS

I cannot over emphasize the importance of conducting regular market reviews in order to confirm and monitor market Position

Appendix A : Pages 1 - 10 (Handout)



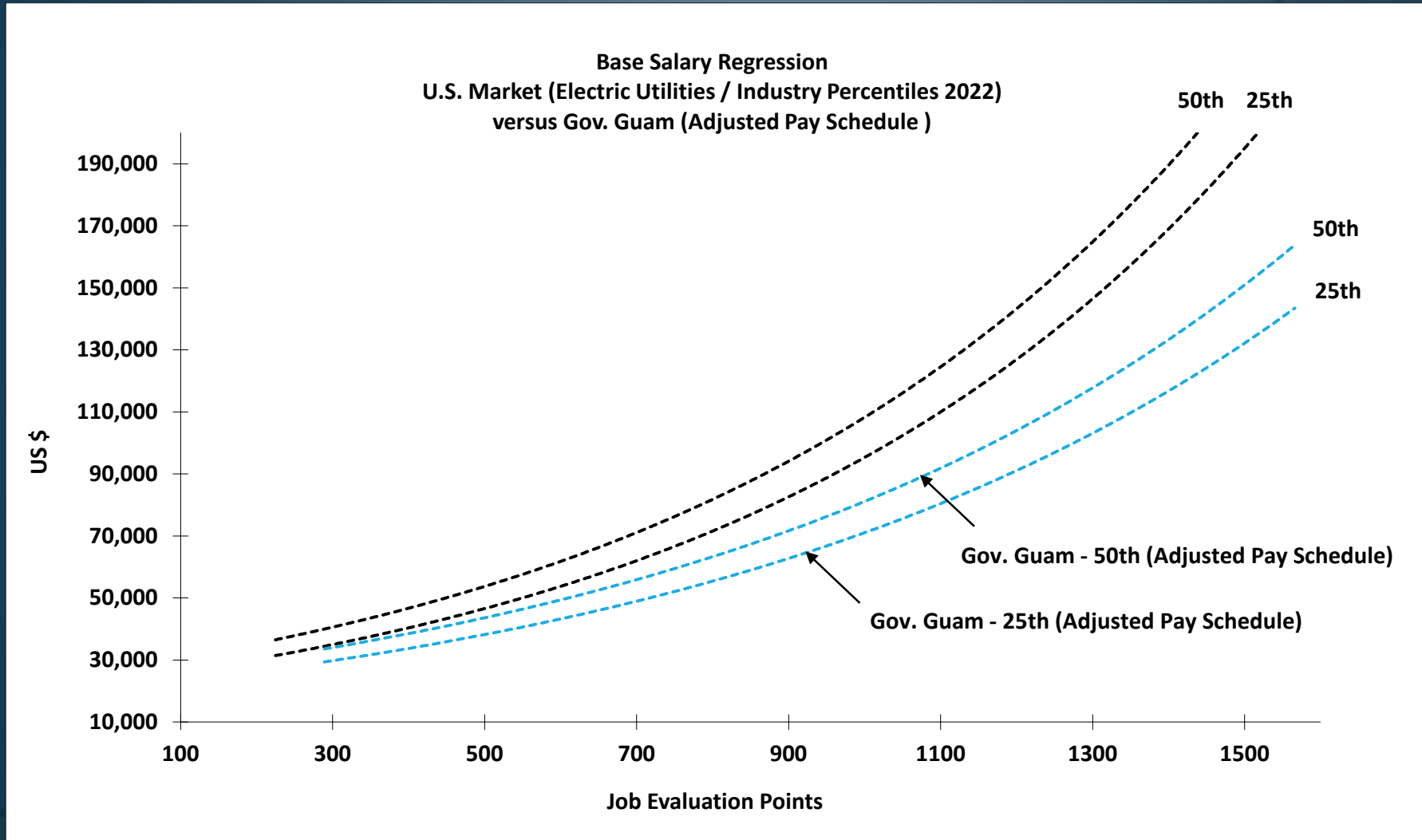
The Basic Premise :

“you cannot make strategic decisions on pay unless you know your true market position”

c.f. Gov. Guam - 22% increase



REG. - Utilities v's Gov. Guam





2. U.S. INFLATION

The current rate of inflation in the U.S. (the highest in 40 years) is exceeding salary growth

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U.S. Inflation Rates : 2008 - 2022

September 2023 - 3.7%





3. INDUSTRY SALARY TRENDS

National salary growth within the U.S. is approximately 3% annually (average)

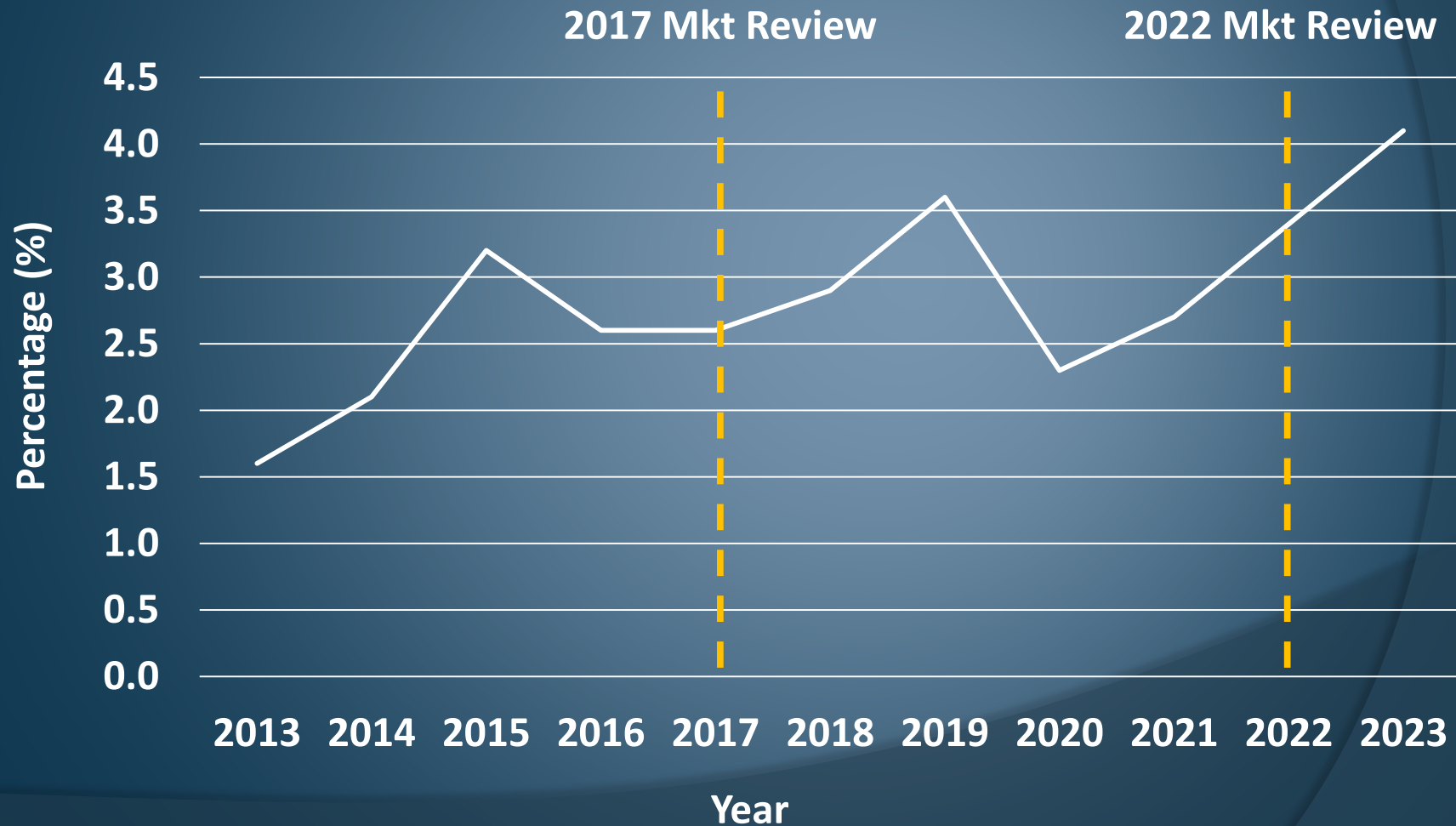
Salary growth within the utilities industry is currently trending in excess of 3% annually

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BLS - Change in Total Compensation

Utilities : 2013 - 2023





4. METHODOLOGY (Imp. Range Comparator)

For each cost option an implementation range is generated for every position. In comparing salaries we have historically used the range minimum value as the comparator.



e.g. Line Electrician II

Grade I (15th Market Percentile)

	6				7	
D	A	B	C	D	A	B
44,483	44,927	45,377	45,830	46,289	46,752	47,219



e.g. Line Electrician II

Grade I (15th Market Percentile)

	6				7	
D	A	B	C	D	A	B
44,483	44,927	45,377	45,830	46,289	46,752	47,219



Range Minimum



Range Maximum



e.g. Line Electrician II

Grade I (15th Market Percentile)

	6				7	
D	A	B	C	D	A	B
44,483	44,927	45,377	45,830	46,289	46,752	47,219



Comparator Value (Costings Historically)



e.g. Line Electrician II

Grade I (15th Market Percentile)

	6				7	
D	A	B	C	D	A	B
44,483	44,927	45,377	45,830	46,289	46,752	47,219



True 15th Market Percentile Value



Recent History :

Market review conducted in 2017

2017 - migrated to ~~15th~~ (10th) mkt percentile

2020 - migrated to ~~20th~~ (15th) mkt percentile



Current Costing / Moving Forward



	7				8	
D	A	B	C	D	A	B
46,289	46,752	47,219	47,691	48,168	48,650	49,136



Range Minimum
True Market
Percentile Value



Range Maximum



5. COMPETITIVE RECRUITMENT

Recruitment (for selected positions) is becoming increasingly competitive e.g. Engineering, IT, Scada, technical position etc



NAVFAC - Guam

Base Salary (hires from U.S. mainland)

12.62 % - COLA (tax free)

15.95% - Locality Pay (taxable)

12.38% - Non Foreign Post Diff. (taxable)

"Show me the Money"



How do we counter this ?

One option is migrating to a higher market percentile (which is what this review is about) but there are also other options worth exploring :



How do we counter this ?

One option is migrating to a higher market percentile (which is what this review is about) but there are also other options worth exploring :

1. Above Step Recruitment
2. Migrating selected positional groups



1. Above Step Recruitment

We may need to re-examine the wording of this policy, but the tool nonetheless, is there to be used by each General Manager re : hard to fill positions

Note : Use Appendix B to explore options



2. Migrating selected positional groups

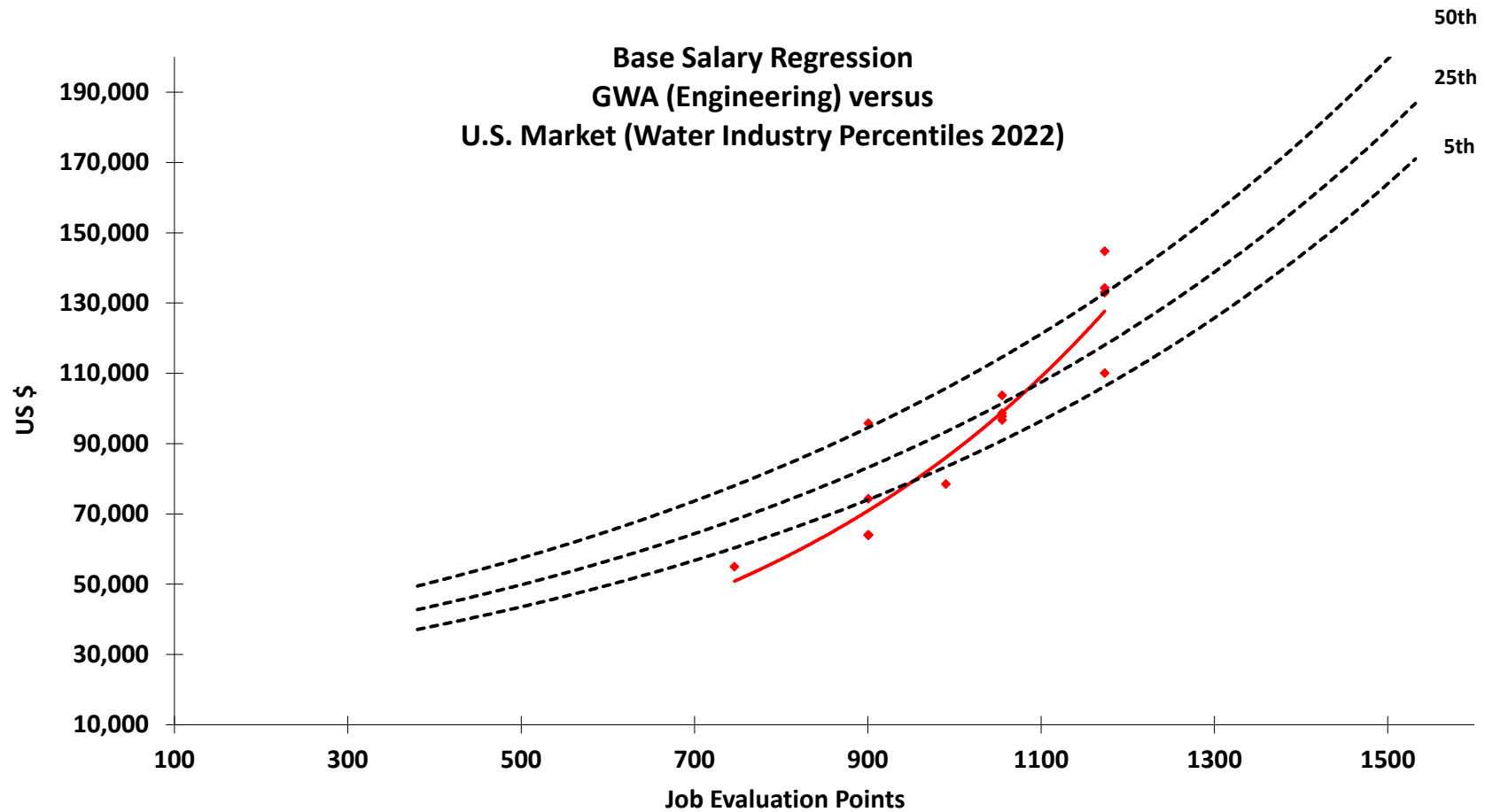
Where a selected positional group is under pressure re : attraction & retention the option is there for that group to be positioned at a higher market percentile



REGRESSION - GWA Engineering

APPENDIX C

**Base Salary Regression
GWA (Engineering) versus
U.S. Market (Water Industry Percentiles 2022)**





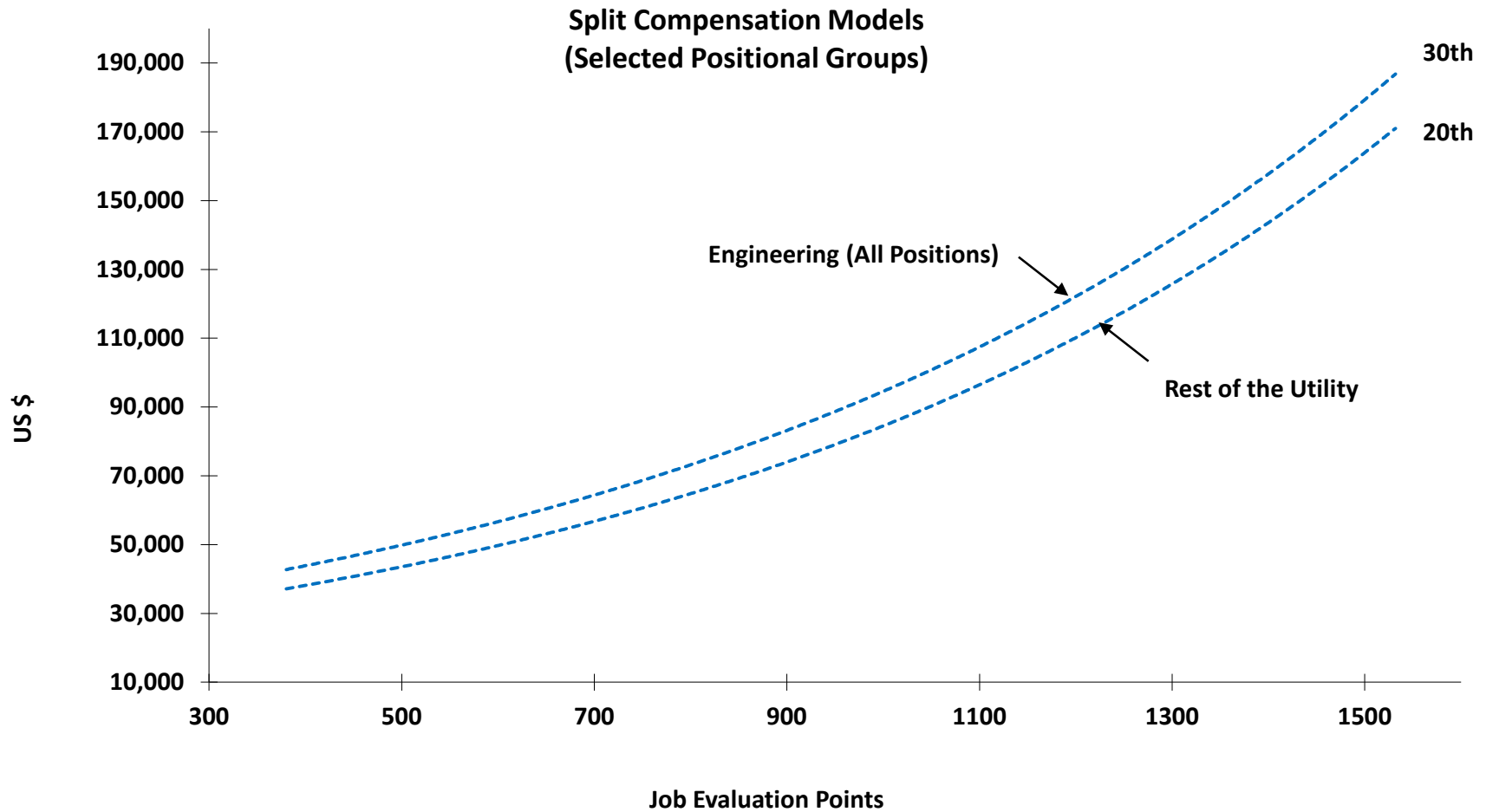
Action :

As an option we could migrate e.g. Engineering (and/or any other vulnerable positional group) to a higher market percentile

Note : Use Appendix B to explore options



Split Compensation Models





6. REWARDING QUALIFICATIONS

Recognition and reward for certified, technical and professional qualifications

Both GPA / GWA are vulnerable to the dynamics of a changing workforce

i.e. older / retiring staff perhaps unwilling to learn / acquire new skills etc



Example :

The first challenge is to identify the key qualifications of all CTP positions

Once completed the CTP position could have both a range minimum value plus a differential sub-step value in recognition of the qualification



e.g. Engineer Supervisor

	3				4	
D	A	B	C	D	A	B
118,330	119,513	120,709	121,916	123,135	124,366	125,610



Range Min



Range Min

		5				6
C	D	A	B	C	D	A
126,866	128,135	129,416	130,710	132,017	133,337	134,671



PE Qualification



7. TARGET MARKET PERCENTILE

It makes sense that the base salary target (for all positions) should be the 50th market percentile c.f. U.S. Utilities Market

Note : the 50th market percentile represents the market average



Strategy (Prevailing Market) :

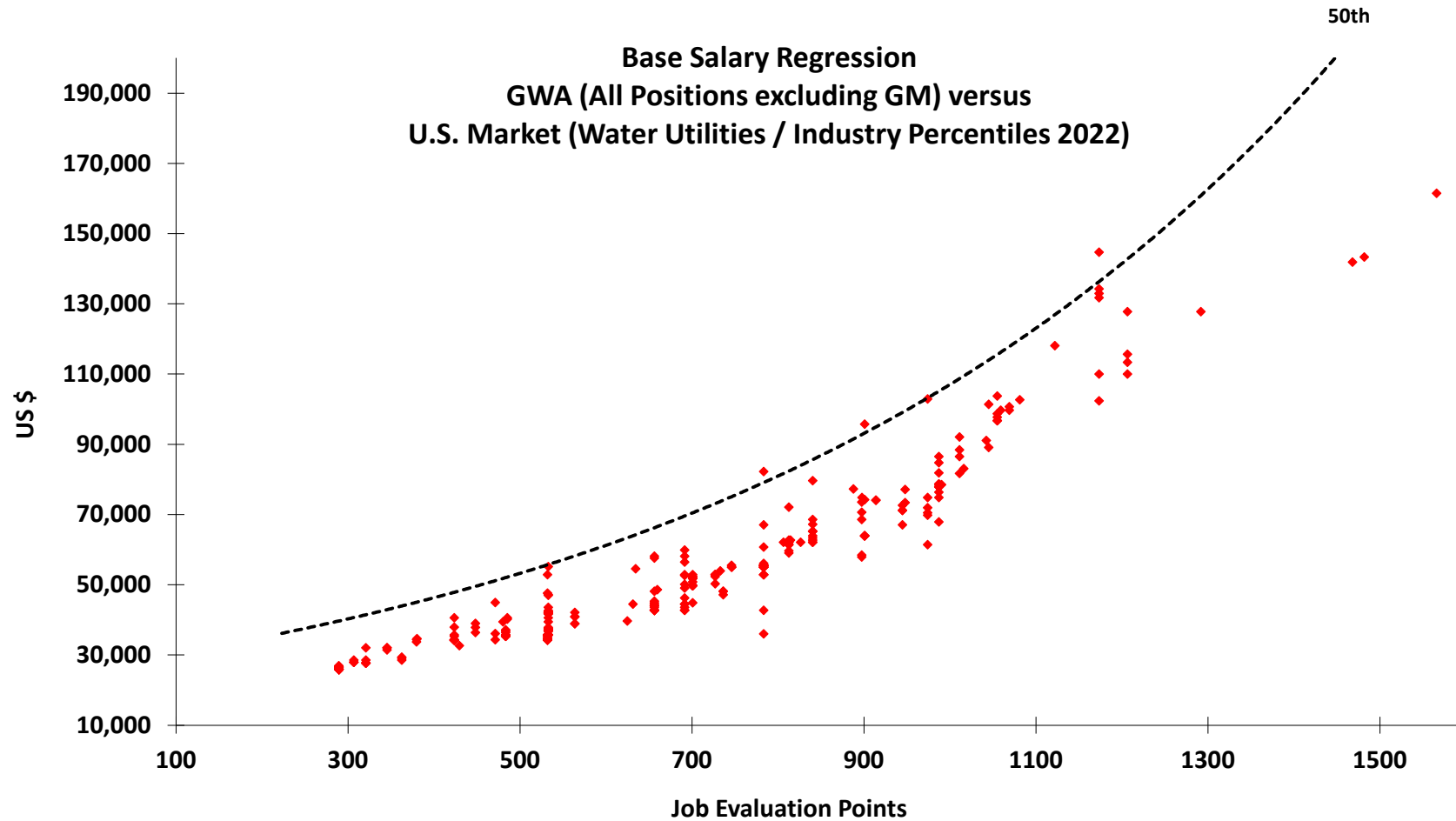
For employees < 50th increments would continue to added to base salary

For employees > 50th increments could be paid out as a lump sum payment as opposed to the amount being added to base salary
(Note : until market catches up)



REGRESSION ANALYSIS - GWA

APPENDIX B



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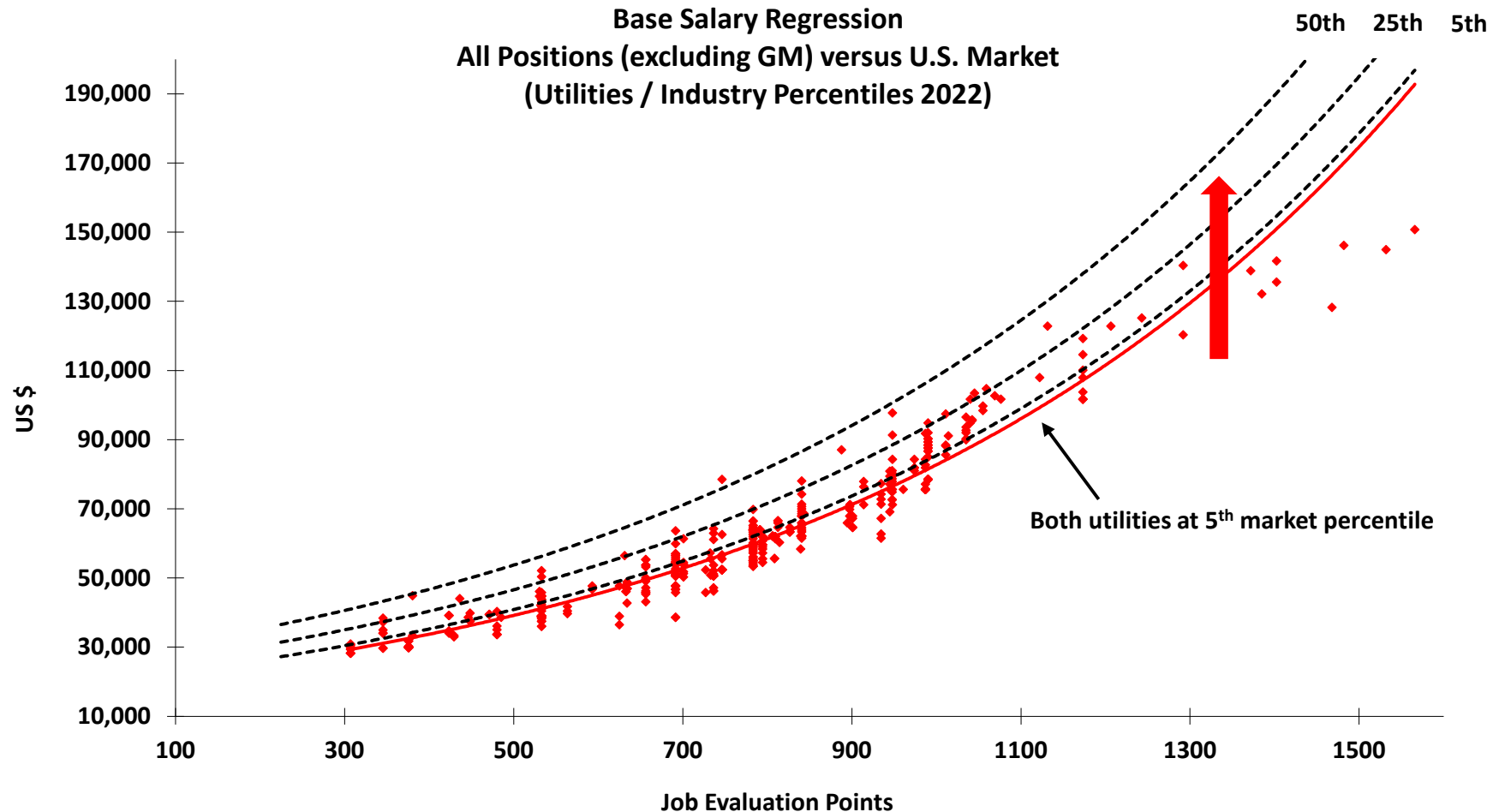


GPA / GWA - COST RESULTS





STRUCTURAL ADJUSTMENT





GPA / GWA - COST RESULTS

- We examined five (5) cost options : migrating both utilities to the : 10th, 15th, 20th, 25th & 30th market percentiles
- Results based on 2022 market data
- We understand both utilities are on a two (2) year budget cycle with \$2m per annum being set aside for structural adjustments in base salary



GPA / GWA - COST RESULTS

- Each cost result (in the handout) is based on migrating the utility from the current staffing pattern
- Additional cost results are presented in the following slides but are contingent on PFP being paid annually

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GWA Cost Results - Two Options





GWA - Cost Summary

Option 1	F/Y24	2,353,776	20 th
	F/Y25	779,429	30 th
	TOTAL	\$ 3,133,205	

Option 2	F/Y24	2,946,431	25 th
	F/Y25	179,417	30 th
	TOTAL	\$ 3,125,848	



GWA Implementation - Option 1

F/Y24 - Migrate to 20th after F/Y23 PFP is paid (Sep 2024)

	No Emp.	% Emp.	Cost (\$)
Current Emp. < 20th	325	88.6	2,335,970
Current Emp. > 20th	42	11.4	17,806
	367	100.0	2,353,776

F/Y25 - Migrate to 30th after F/Y24 PFP is paid (Sep 2025)

	No Emp.	% Emp.	Cost (\$)
Current Emp. < 30th	336	91.6	779,429
Current Emp. > 30th	31	8.4	N/A
	367	100.0	779,429



GWA Implementation - Option 2

F/Y24 - Migrate to 25th after F/Y23 PFP is paid (Sep 2024)

	No Emp.	% Emp.	Cost (\$)
Current Emp. < 25th	336	91.6	2,932,368
Current Emp. > 25th	31	8.4	14,063
	367	100.0	2,946,431

F/Y25 - Migrate to 30th after F/Y24 PFP is paid (Sep 2025)

	No Emp.	% Emp.	Cost (\$)
Current Emp. < 30th	301	82.0	179,417
Current Emp. > 30th	66	18.0	N/A
	367	100.0	179,417



GWA - Cost Summary

Option 1	F/Y24	2,353,776	20 th
	F/Y25	779,429	30 th
	TOTAL	\$ 3,133,205	

Option 2	F/Y24	2,946,431	25 th
	F/Y25	179,417	30 th
	TOTAL	\$ 3,125,848	

CCU Regular Board Meeting, May 28, 2024 - GWA

25th Market Percentile
2022 Market Data

PAY GRADE	Step 1				Step 2				Step 3				Step 4				Step 5			
	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D
A	27,000	27,270	27,543	27,818	28,096	28,377	28,661	28,948	29,237	29,530	29,825	30,123	30,424	30,729	31,036	31,346	31,660	31,976	32,296	32,619
B	30,780	31,088	31,399	31,713	32,030	32,350	32,674	33,000	33,330	33,664	34,000	34,340	34,684	35,031	35,381	35,735	36,092	36,453	36,817	37,186
C	31,088	31,399	31,713	32,030	32,350	32,674	33,000	33,330	33,664	34,000	34,340	34,684	35,031	35,381	35,735	36,092	36,453	36,817	37,186	37,557
D	35,129	35,481	35,835	36,194	36,556	36,921	37,290	37,663	38,040	38,420	38,805	39,193	39,584	39,980	40,380	40,784	41,192	41,604	42,020	42,440
E	37,237	37,609	37,985	38,365	38,749	39,136	39,528	39,923	40,322	40,726	41,133	41,544	41,960	42,379	42,803	43,231	43,663	44,100	44,541	44,986
F	37,982	38,362	38,745	39,133	39,524	39,919	40,318	40,722	41,129	41,540	41,955	42,375	42,799	43,227	43,659	44,096	44,537	44,982	45,432	45,886
G	41,400	41,814	42,232	42,655	43,081	43,512	43,947	44,386	44,830	45,279	45,731	46,189	46,651	47,117	47,588	48,064	48,545	49,030	49,521	50,016
H	47,610	48,086	48,567	49,053	49,543	50,039	50,539	51,044	51,555	52,070	52,591	53,117	53,648	54,185	54,727	55,274	55,827	56,385	56,949	57,518
I	52,371	52,895	53,424	53,958	54,498	55,043	55,593	56,149	56,710	57,277	57,850	58,429	59,013	59,603	60,199	60,801	61,409	62,023	62,644	63,270
J	57,608	58,184	58,766	59,354	59,947	60,547	61,152	61,764	62,381	63,005	63,635	64,272	64,914	65,563	66,219	66,881	67,550	68,226	68,908	69,597
K	67,978	68,657	69,344	70,037	70,738	71,445	72,160	72,881	73,610	74,346	75,090	75,841	76,599	77,365	78,139	78,920	79,709	80,506	81,311	82,124
L	73,416	74,150	74,892	75,640	76,397	77,161	77,932	78,712	79,499	80,294	81,097	81,908	82,727	83,554	84,390	85,234	86,086	86,947	87,816	88,694
M	82,960	83,790	84,627	85,474	86,328	87,192	88,064	88,944	89,834	90,732	91,639	92,556	93,481	94,416	95,360	96,314	97,277	98,250	99,232	100,225
N	91,256	92,168	93,090	94,021	94,961	95,911	96,870	97,839	98,817	99,805	100,803	101,811	102,829	103,858	104,896	105,945	107,005	108,075	109,156	110,247
O	97,644	98,620	99,606	100,603	101,609	102,625	103,651	104,687	105,734	106,792	107,860	108,938	110,028	111,128	112,239	113,361	114,495	115,640	116,796	117,964
P	108,385	109,469	110,563	111,669	112,786	113,913	115,053	116,203	117,365	118,539	119,724	120,921	122,131	123,352	124,585	125,831	127,090	128,360	129,644	130,940
Q	119,223	120,415	121,620	122,836	124,064	125,305	126,558	127,823	129,102	130,393	131,697	133,013	134,344	135,687	137,044	138,414	139,798	141,196	142,608	144,035
R	127,569	128,844	130,133	131,434	132,749	134,076	135,417	136,771	138,139	139,520	140,915	142,324	143,748	145,185	146,637	148,103	149,584	151,080	152,591	154,117
S	140,326	141,729	143,146	144,578	146,023	147,484	148,958	150,448	151,953	153,472	155,007	156,557	158,122	159,704	161,301	162,914	164,543	166,188	167,850	169,529

CCU Regular Board Meeting, May 28, 2024 - GWA

25th Market Percentile
2022 Market Data

PAY GRADE	Step 1				Step 2				Step 3				Step 4				Step 5			
	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D
T	151,552	153,067	154,598	156,144	157,705	159,282	160,875	162,484	164,109	165,750	167,407	169,081	170,772	172,480	174,205	175,947	177,706	179,483	181,278	183,091
U	174,284	176,027	177,788	179,565	181,361	183,175	185,006	186,856	188,725	190,612	192,518	194,444	196,388	198,352	200,335	202,339	204,362	206,406	208,470	210,555
V	200,427	202,431	204,456	206,500	208,565	210,651	212,757	214,885	217,034	219,204	221,396	223,610	225,846	228,105	230,386	232,690	235,017	237,367	239,740	242,138
W	220,470	222,674	224,901	227,150	229,422	231,716	234,033	236,373	238,737	241,125	243,536	245,971	248,431	250,915	253,424	255,959	258,518	261,103	263,714	266,352
X	242,517	244,942	247,391	249,865	252,364	254,888	257,436	260,011	262,611	265,237	267,889	270,568	273,274	276,007	278,767	281,554	284,370	287,214	290,086	292,987
Y	266,768	269,436	272,130	274,852	277,600	280,376	283,180	286,012	288,872	291,761	294,678	297,625	300,601	303,607	306,643	309,710	312,807	315,935	319,094	322,285
Z	293,445	296,380	299,344	302,337	305,360	308,414	311,498	314,613	317,759	320,937	324,146	327,388	330,662	333,968	337,308	340,681	344,088	347,529	351,004	354,514

25th Market Percentile
2022 Market Data

PAY GRADE	Step 6				Step 7				Step 8				Step 9				Step 10			
	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D
A	32,945	33,275	33,607	33,943	34,283	34,626	34,972	35,322	35,675	36,032	36,392	36,756	37,123	37,495	37,870	38,248	38,631	39,017	39,407	39,801
B	37,557	37,933	38,312	38,695	39,082	39,473	39,868	40,267	40,669	41,076	41,487	41,902	42,321	42,744	43,171	43,603	44,039	44,479	44,924	45,373
C	37,933	38,312	38,695	39,082	39,473	39,868	40,267	40,669	41,076	41,487	41,902	42,321	42,744	43,171	43,603	44,039	44,479	44,924	45,373	45,827
D	42,864	43,293	43,726	44,163	44,605	45,051	45,501	45,956	46,416	46,880	47,349	47,822	48,301	48,784	49,271	49,764	50,262	50,764	51,272	51,785
E	45,436	45,891	46,349	46,813	47,281	47,754	48,231	48,714	49,201	49,693	50,190	50,692	51,199	51,711	52,228	52,750	53,277	53,810	54,348	54,892
F	46,345	46,808	47,276	47,749	48,227	48,709	49,196	49,688	50,185	50,687	51,194	51,706	52,223	52,745	53,272	53,805	54,343	54,886	55,435	55,990
G	50,516	51,021	51,531	52,047	52,567	53,093	53,624	54,160	54,702	55,249	55,801	56,359	56,923	57,492	58,067	58,647	59,234	59,826	60,425	61,029
H	58,093	58,674	59,261	59,854	60,452	61,057	61,667	62,284	62,907	63,536	64,171	64,813	65,461	66,116	66,777	67,445	68,119	68,800	69,488	70,183
I	63,903	64,542	65,187	65,839	66,497	67,162	67,834	68,512	69,197	69,889	70,588	71,294	72,007	72,727	73,454	74,189	74,931	75,680	76,437	77,201
J	70,293	70,996	71,706	72,423	73,147	73,879	74,617	75,364	76,117	76,878	77,647	78,424	79,208	80,000	80,800	81,608	82,424	83,248	84,081	84,922
K	82,946	83,775	84,613	85,459	86,314	87,177	88,048	88,929	89,818	90,716	91,624	92,540	93,465	94,400	95,344	96,297	97,260	98,233	99,215	100,207
L	89,581	90,477	91,382	92,296	93,219	94,151	95,092	96,043	97,004	97,974	98,953	99,943	100,942	101,952	102,971	104,001	105,041	106,092	107,152	108,224
M	101,227	102,239	103,262	104,294	105,337	106,390	107,454	108,529	109,614	110,710	111,817	112,936	114,065	115,206	116,358	117,521	118,696	119,883	121,082	122,293
N	111,350	112,463	113,588	114,724	115,871	117,030	118,200	119,382	120,576	121,781	122,999	124,229	125,471	126,726	127,993	129,273	130,566	131,872	133,191	134,522
O	119,144	120,335	121,539	122,754	123,982	125,222	126,474	127,739	129,016	130,306	131,609	132,925	134,254	135,597	136,953	138,323	139,706	141,103	142,514	143,939
P	132,250	133,572	134,908	136,257	137,620	138,996	140,386	141,790	143,208	144,640	146,086	147,547	149,022	150,513	152,018	153,538	155,073	156,624	158,190	159,772
Q	145,475	146,930	148,399	149,883	151,382	152,896	154,425	155,969	157,528	159,104	160,695	162,302	163,925	165,564	167,220	168,892	170,581	172,287	174,009	175,749
R	155,658	157,215	158,787	160,375	161,978	163,598	165,234	166,887	168,555	170,241	171,943	173,663	175,399	177,153	178,925	180,714	182,521	184,347	186,190	188,052
S	171,224	172,936	174,666	176,412	178,176	179,958	181,758	183,575	185,411	187,265	189,138	191,029	192,939	194,869	196,817	198,786	200,774	202,781	204,809	206,857

CCU Regular Board Meeting, May 28, 2024 - GWA

25th Market Percentile
2022 Market Data

PAY GRADE	Step 6				Step 7				Step 8				Step 9				Step 10			
	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D
T	184,922	186,771	188,639	190,525	192,430	194,355	196,298	198,261	200,244	202,246	204,269	206,311	208,375	210,458	212,563	214,689	216,835	219,004	221,194	223,406
U	212,660	214,787	216,935	219,104	221,295	223,508	225,743	228,000	230,280	232,583	234,909	237,258	239,631	242,027	244,447	246,892	249,361	251,854	254,373	256,917
V	244,559	247,005	249,475	251,970	254,489	257,034	259,604	262,200	264,822	267,471	270,145	272,847	275,575	278,331	281,114	283,926	286,765	289,632	292,529	295,454
W	269,015	271,705	274,422	277,166	279,938	282,738	285,565	288,421	291,305	294,218	297,160	300,132	303,133	306,164	309,226	312,318	315,441	318,596	321,782	324,999
X	295,917	298,876	301,864	304,883	307,932	311,011	314,121	317,263	320,435	323,640	326,876	330,145	333,446	336,781	340,148	343,550	346,985	350,455	353,960	357,499
Y	325,508	328,763	332,051	335,371	338,725	342,112	345,534	348,989	352,479	356,004	359,564	363,159	366,791	370,459	374,163	377,905	381,684	385,501	389,356	393,249
Z	358,059	361,640	365,256	368,909	372,598	376,324	380,087	383,888	387,727	391,604	395,520	399,475	403,470	407,505	411,580	415,695	419,852	424,051	428,291	432,574

CCU Regular Board Meeting, May 28, 2024 - GWA

25th Market Percentile
2022 Market Data

PAY GRADE	Step 11				Step 12				Step 13				Step 14				Step 15			
	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D
A	40,199	40,601	41,007	41,417	41,832	42,250	42,672	43,099	43,530	43,965	44,405	44,849	45,298	45,751	46,208	46,670	47,137	47,608	48,084	48,565
B	45,827	46,285	46,748	47,216	47,688	48,165	48,647	49,133	49,624	50,121	50,622	51,128	51,639	52,156	52,677	53,204	53,736	54,273	54,816	55,364
C	46,285	46,748	47,216	47,688	48,165	48,647	49,133	49,624	50,121	50,622	51,128	51,639	52,156	52,677	53,204	53,736	54,273	54,816	55,364	55,918
D	52,303	52,826	53,354	53,887	54,426	54,971	55,520	56,075	56,636	57,203	57,775	58,352	58,936	59,525	60,121	60,722	61,329	61,942	62,562	63,187
E	55,441	55,995	56,555	57,121	57,692	58,269	58,851	59,440	60,034	60,635	61,241	61,854	62,472	63,097	63,728	64,365	65,009	65,659	66,315	66,978
F	56,550	57,115	57,686	58,263	58,846	59,434	60,029	60,629	61,235	61,847	62,466	63,091	63,721	64,359	65,002	65,652	66,309	66,972	67,642	68,318
G	61,639	62,255	62,878	63,507	64,142	64,783	65,431	66,085	66,746	67,414	68,088	68,769	69,456	70,151	70,852	71,561	72,277	72,999	73,729	74,467
H	70,885	71,594	72,310	73,033	73,763	74,501	75,246	75,998	76,758	77,526	78,301	79,084	79,875	80,674	81,480	82,295	83,118	83,949	84,789	85,637
I	77,973	78,753	79,541	80,336	81,139	81,951	82,770	83,598	84,434	85,278	86,131	86,992	87,862	88,741	89,628	90,525	91,430	92,344	93,268	94,200
J	85,771	86,628	87,495	88,370	89,253	90,146	91,047	91,958	92,877	93,806	94,744	95,692	96,649	97,615	98,591	99,577	100,573	101,579	102,594	103,620
K	101,209	102,222	103,244	104,276	105,319	106,372	107,436	108,510	109,595	110,691	111,798	112,916	114,045	115,186	116,338	117,501	118,676	119,863	121,061	122,272
L	109,306	110,399	111,503	112,618	113,744	114,882	116,031	117,191	118,363	119,547	120,742	121,949	123,169	124,401	125,645	126,901	128,170	129,452	130,746	132,054
M	123,516	124,751	125,999	127,259	128,531	129,817	131,115	132,426	133,750	135,088	136,439	137,803	139,181	140,573	141,978	143,398	144,832	146,281	147,743	149,221
N	135,868	137,226	138,599	139,985	141,384	142,798	144,226	145,668	147,125	148,596	150,082	151,583	153,099	154,630	156,176	157,738	159,315	160,909	162,518	164,143
O	145,378	146,832	148,300	149,783	151,281	152,794	154,322	155,865	157,424	158,998	160,588	162,194	163,816	165,454	167,109	168,780	170,468	172,172	173,894	175,633
P	161,370	162,984	164,614	166,260	167,922	169,601	171,297	173,010	174,741	176,488	178,253	180,035	181,836	183,654	185,491	187,346	189,219	191,111	193,022	194,953
Q	177,507	179,282	181,075	182,886	184,714	186,562	188,427	190,312	192,215	194,137	196,078	198,039	200,019	202,020	204,040	206,080	208,141	210,222	212,325	214,448
R	189,932	191,832	193,750	195,688	197,645	199,621	201,617	203,633	205,670	207,726	209,804	211,902	214,021	216,161	218,322	220,506	222,711	224,938	227,187	229,459
S	208,926	211,015	213,125	215,256	217,409	219,583	221,779	223,997	226,237	228,499	230,784	233,092	235,423	237,777	240,155	242,556	244,982	247,432	249,906	252,405

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25th Market Percentile
2022 Market Data

PAY GRADE	Step 11				Step 12				Step 13				Step 14				Step 15			
	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D
T	225,640	227,896	230,175	232,477	234,802	237,150	239,521	241,916	244,336	246,779	249,247	251,739	254,257	256,799	259,367	261,961	264,580	267,226	269,898	272,597
U	259,486	262,081	264,701	267,348	270,022	272,722	275,449	278,204	280,986	283,796	286,634	289,500	292,395	295,319	298,272	301,255	304,267	307,310	310,383	313,487
V	298,409	301,393	304,407	307,451	310,525	313,630	316,767	319,934	323,134	326,365	329,629	332,925	336,254	339,617	343,013	346,443	349,908	353,407	356,941	360,510
W	328,249	331,532	334,847	338,196	341,578	344,994	348,443	351,928	355,447	359,002	362,592	366,218	369,880	373,579	377,314	381,087	384,898	388,747	392,635	396,561
X	361,074	364,685	368,332	372,015	375,735	379,493	383,288	387,121	390,992	394,902	398,851	402,839	406,868	410,936	415,046	419,196	423,388	427,622	431,898	436,217
Y	397,182	401,154	405,165	409,217	413,309	417,442	421,617	425,833	430,091	434,392	438,736	443,123	447,554	452,030	456,550	461,116	465,727	470,384	475,088	479,839
Z	436,900	441,269	445,682	450,139	454,640	459,186	463,778	468,416	473,100	477,831	482,609	487,436	492,310	497,233	502,205	507,227	512,300	517,423	522,597	527,823

25th Market Percentile
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PAY GRADE	Step 16				Step 17				Step 18				Step 19				Step 20			
	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D
A	49,051	49,541	50,037	50,537	51,042	51,553	52,068	52,589	53,115	53,646	54,183	54,724	55,272	55,824	56,383	56,946	57,516	58,091	58,672	59,259
B	55,918	56,477	57,042	57,612	58,188	58,770	59,358	59,952	60,551	61,157	61,768	62,386	63,010	63,640	64,276	64,919	65,568	66,224	66,886	67,555
C	56,477	57,042	57,612	58,188	58,770	59,358	59,952	60,551	61,157	61,768	62,386	63,010	63,640	64,276	64,919	65,568	66,224	66,886	67,555	68,230
D	63,819	64,457	65,102	65,753	66,410	67,075	67,745	68,423	69,107	69,798	70,496	71,201	71,913	72,632	73,358	74,092	74,833	75,581	76,337	77,100
E	67,648	68,325	69,008	69,698	70,395	71,099	71,810	72,528	73,253	73,986	74,726	75,473	76,228	76,990	77,760	78,538	79,323	80,116	80,917	81,726
F	69,001	69,691	70,388	71,092	71,803	72,521	73,246	73,979	74,718	75,466	76,220	76,982	77,752	78,530	79,315	80,108	80,909	81,718	82,536	83,361
G	75,211	75,963	76,723	77,490	78,265	79,048	79,838	80,637	81,443	82,258	83,080	83,911	84,750	85,598	86,454	87,318	88,191	89,073	89,964	90,864
H	86,493	87,358	88,232	89,114	90,005	90,905	91,814	92,732	93,660	94,596	95,542	96,498	97,463	98,437	99,422	100,416	101,420	102,434	103,458	104,493
I	95,142	96,094	97,055	98,025	99,006	99,996	100,996	102,005	103,026	104,056	105,096	106,147	107,209	108,281	109,364	110,457	111,562	112,678	113,804	114,942
J	104,657	105,703	106,760	107,828	108,906	109,995	111,095	112,206	113,328	114,461	115,606	116,762	117,930	119,109	120,300	121,503	122,718	123,945	125,185	126,437
K	123,495	124,730	125,977	127,237	128,509	129,794	131,092	132,403	133,727	135,064	136,415	137,779	139,157	140,549	141,954	143,374	144,807	146,255	147,718	149,195
L	133,374	134,708	136,055	137,416	138,790	140,178	141,580	142,995	144,425	145,870	147,328	148,802	150,290	151,792	153,310	154,843	156,392	157,956	159,535	161,131
M	150,713	152,220	153,742	155,280	156,833	158,401	159,985	161,585	163,201	164,833	166,481	168,146	169,827	171,525	173,241	174,973	176,723	178,490	180,275	182,078
N	165,784	167,442	169,117	170,808	172,516	174,241	175,983	177,743	179,521	181,316	183,129	184,960	186,810	188,678	190,565	192,470	194,395	196,339	198,303	200,286
O	177,389	179,163	180,955	182,764	184,592	186,438	188,302	190,185	192,087	194,008	195,948	197,908	199,887	201,886	203,904	205,943	208,003	210,083	212,184	214,306
P	196,902	198,871	200,860	202,868	204,897	206,946	209,016	211,106	213,217	215,349	217,502	219,677	221,874	224,093	226,334	228,597	230,883	233,192	235,524	237,879
Q	216,592	218,758	220,946	223,155	225,387	227,641	229,917	232,216	234,538	236,884	239,253	241,645	244,062	246,502	248,967	251,457	253,971	256,511	259,076	261,667
R	231,754	234,071	236,412	238,776	241,164	243,575	246,011	248,471	250,956	253,466	256,000	258,560	261,146	263,757	266,395	269,059	271,749	274,467	277,212	279,984
S	254,929	257,478	260,053	262,654	265,280	267,933	270,612	273,318	276,052	278,812	281,600	284,416	287,260	290,133	293,034	295,965	298,924	301,914	304,933	307,982

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PAY GRADE	Step 16				Step 17				Step 18				Step 19				Step 20			
	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D
T	275,323	278,077	280,857	283,666	286,503	289,368	292,261	295,184	298,136	301,117	304,128	307,170	310,241	313,344	316,477	319,642	322,838	326,067	329,327	332,621
U	316,622	319,788	322,986	326,216	329,478	332,773	336,101	339,462	342,856	346,285	349,748	353,245	356,778	360,345	363,949	367,588	371,264	374,977	378,727	382,514
V	364,115	367,756	371,434	375,148	378,900	382,689	386,516	390,381	394,285	398,227	402,210	406,232	410,294	414,397	418,541	422,726	426,954	431,223	435,536	439,891
W	400,527	404,532	408,577	412,663	416,790	420,958	425,167	429,419	433,713	438,050	442,431	446,855	451,324	455,837	460,395	464,999	469,649	474,346	479,089	483,880
X	440,579	444,985	449,435	453,929	458,469	463,053	467,684	472,361	477,084	481,855	486,674	491,541	496,456	501,420	506,435	511,499	516,614	521,780	526,998	532,268
Y	484,637	489,484	494,379	499,322	504,316	509,359	514,452	519,597	524,793	530,041	535,341	540,695	546,102	551,563	557,078	562,649	568,275	573,958	579,698	585,495
Z	533,101	538,432	543,816	549,255	554,747	560,295	565,898	571,557	577,272	583,045	588,875	594,764	600,712	606,719	612,786	618,914	625,103	631,354	637,668	644,044

APPENDIX A

25th Market Percentile
2022 Market Data

	Step 1				Step 2				Step 3				Step 4				Step 5			
GRADE	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D
A	27,000	27,270	27,543	27,818	28,096	28,377	28,661	28,948	29,237	29,530	29,825	30,123	30,424	30,729	31,036	31,346	31,660	31,976	32,296	32,619
B	30,780	31,088	31,399	31,713	32,030	32,350	32,674	33,000	33,330	33,664	34,000	34,340	34,684	35,031	35,381	35,735	36,092	36,453	36,817	37,186
C	31,088	31,399	31,713	32,030	32,350	32,674	33,000	33,330	33,664	34,000	34,340	34,684	35,031	35,381	35,735	36,092	36,453	36,817	37,186	37,557
D	35,129	35,481	35,835	36,194	36,556	36,921	37,290	37,663	38,040	38,420	38,805	39,193	39,584	39,980	40,380	40,784	41,192	41,604	42,020	42,440
E	37,237	37,609	37,985	38,365	38,749	39,136	39,528	39,923	40,322	40,726	41,133	41,544	41,960	42,379	42,803	43,231	43,663	44,100	44,541	44,986
F	37,982	38,362	38,745	39,133	39,524	39,919	40,318	40,722	41,129	41,540	41,955	42,375	42,799	43,227	43,659	44,096	44,537	44,982	45,432	45,886
G	41,400	41,814	42,232	42,655	43,081	43,512	43,947	44,386	44,830	45,279	45,731	46,189	46,651	47,117	47,588	48,064	48,545	49,030	49,521	50,016
H	47,610	48,086	48,567	49,053	49,543	50,039	50,539	51,044	51,555	52,070	52,591	53,117	53,648	54,185	54,727	55,274	55,827	56,385	56,949	57,518
I	52,371	52,895	53,424	53,958	54,498	55,043	55,593	56,149	56,710	57,277	57,850	58,429	59,013	59,603	60,199	60,801	61,409	62,023	62,644	63,270
J	57,608	58,184	58,766	59,354	59,947	60,547	61,152	61,764	62,381	63,005	63,635	64,272	64,914	65,563	66,219	66,881	67,550	68,226	68,908	69,597
K	67,978	68,657	69,344	70,037	70,738	71,445	72,160	72,881	73,610	74,346	75,090	75,841	76,599	77,365	78,139	78,920	79,709	80,506	81,311	82,124
L	73,416	74,150	74,892	75,640	76,397	77,161	77,932	78,712	79,499	80,294	81,097	81,908	82,727	83,554	84,390	85,234	86,086	86,947	87,816	88,694
M	82,960	83,790	84,627	85,474	86,328	87,192	88,064	88,944	89,834	90,732	91,639	92,556	93,481	94,416	95,360	96,314	97,277	98,250	99,232	100,225
N	91,256	92,168	93,090	94,021	94,961	95,911	96,870	97,839	98,817	99,805	100,803	101,811	102,829	103,858	104,896	105,945	107,005	108,075	109,156	110,247
O	97,644	98,620	99,606	100,603	101,609	102,625	103,651	104,687	105,734	106,792	107,860	108,938	110,028	111,128	112,239	113,361	114,495	115,640	116,796	117,964
P	108,385	109,469	110,563	111,669	112,786	113,913	115,053	116,203	117,365	118,539	119,724	120,921	122,131	123,352	124,585	125,831	127,090	128,360	129,644	130,940
Q	119,223	120,415	121,620	122,836	124,064	125,305	126,558	127,823	129,102	130,393	131,697	133,013	134,344	135,687	137,044	138,414	139,798	141,196	142,608	144,035

25th Market Percentile
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	Step 1				Step 2				Step 3				Step 4				Step 5			
GRADE	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D
R	127,569	128,844	130,133	131,434	132,749	134,076	135,417	136,771	138,139	139,520	140,915	142,324	143,748	145,185	146,637	148,103	149,584	151,080	152,591	154,117
S	140,326	141,729	143,146	144,578	146,023	147,484	148,958	150,448	151,953	153,472	155,007	156,557	158,122	159,704	161,301	162,914	164,543	166,188	167,850	169,529
T	151,552	153,067	154,598	156,144	157,705	159,282	160,875	162,484	164,109	165,750	167,407	169,081	170,772	172,480	174,205	175,947	177,706	179,483	181,278	183,091
U	174,284	176,027	177,788	179,565	181,361	183,175	185,006	186,856	188,725	190,612	192,518	194,444	196,388	198,352	200,335	202,339	204,362	206,406	208,470	210,555
V	200,427	202,431	204,456	206,500	208,565	210,651	212,757	214,885	217,034	219,204	221,396	223,610	225,846	228,105	230,386	232,690	235,017	237,367	239,740	242,138
W	220,470	222,674	224,901	227,150	229,422	231,716	234,033	236,373	238,737	241,125	243,536	245,971	248,431	250,915	253,424	255,959	258,518	261,103	263,714	266,352
X	242,517	244,942	247,391	249,865	252,364	254,888	257,436	260,011	262,611	265,237	267,889	270,568	273,274	276,007	278,767	281,554	284,370	287,214	290,086	292,987
Y	266,768	269,436	272,130	274,852	277,600	280,376	283,180	286,012	288,872	291,761	294,678	297,625	300,601	303,607	306,643	309,710	312,807	315,935	319,094	322,285
Z	293,445	296,380	299,344	302,337	305,360	308,414	311,498	314,613	317,759	320,937	324,146	327,388	330,662	333,968	337,308	340,681	344,088	347,529	351,004	354,514

25th Market Percentile
2022 Market Data

	Step 6				Step 7				Step 8				Step 9				Step 10			
GRADE	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D
A	32,945	33,275	33,607	33,943	34,283	34,626	34,972	35,322	35,675	36,032	36,392	36,756	37,123	37,495	37,870	38,248	38,631	39,017	39,407	39,801
B	37,557	37,933	38,312	38,695	39,082	39,473	39,868	40,267	40,669	41,076	41,487	41,902	42,321	42,744	43,171	43,603	44,039	44,479	44,924	45,373
C	37,933	38,312	38,695	39,082	39,473	39,868	40,267	40,669	41,076	41,487	41,902	42,321	42,744	43,171	43,603	44,039	44,479	44,924	45,373	45,827
D	42,864	43,293	43,726	44,163	44,605	45,051	45,501	45,956	46,416	46,880	47,349	47,822	48,301	48,784	49,271	49,764	50,262	50,764	51,272	51,785
E	45,436	45,891	46,349	46,813	47,281	47,754	48,231	48,714	49,201	49,693	50,190	50,692	51,199	51,711	52,228	52,750	53,277	53,810	54,348	54,892
F	46,345	46,808	47,276	47,749	48,227	48,709	49,196	49,688	50,185	50,687	51,194	51,706	52,223	52,745	53,272	53,805	54,343	54,886	55,435	55,990
G	50,516	51,021	51,531	52,047	52,567	53,093	53,624	54,160	54,702	55,249	55,801	56,359	56,923	57,492	58,067	58,647	59,234	59,826	60,425	61,029
H	58,093	58,674	59,261	59,854	60,452	61,057	61,667	62,284	62,907	63,536	64,171	64,813	65,461	66,116	66,777	67,445	68,119	68,800	69,488	70,183
I	63,903	64,542	65,187	65,839	66,497	67,162	67,834	68,512	69,197	69,889	70,588	71,294	72,007	72,727	73,454	74,189	74,931	75,680	76,437	77,201
J	70,293	70,996	71,706	72,423	73,147	73,879	74,617	75,364	76,117	76,878	77,647	78,424	79,208	80,000	80,800	81,608	82,424	83,248	84,081	84,922
K	82,946	83,775	84,613	85,459	86,314	87,177	88,048	88,929	89,818	90,716	91,624	92,540	93,465	94,400	95,344	96,297	97,260	98,233	99,215	100,207
L	89,581	90,477	91,382	92,296	93,219	94,151	95,092	96,043	97,004	97,974	98,953	99,943	100,942	101,952	102,971	104,001	105,041	106,092	107,152	108,224
M	101,227	102,239	103,262	104,294	105,337	106,390	107,454	108,529	109,614	110,710	111,817	112,936	114,065	115,206	116,358	117,521	118,696	119,883	121,082	122,293
N	111,350	112,463	113,588	114,724	115,871	117,030	118,200	119,382	120,576	121,781	122,999	124,229	125,471	126,726	127,993	129,273	130,566	131,872	133,191	134,522
O	119,144	120,335	121,539	122,754	123,982	125,222	126,474	127,739	129,016	130,306	131,609	132,925	134,254	135,597	136,953	138,323	139,706	141,103	142,514	143,939
P	132,250	133,572	134,908	136,257	137,620	138,996	140,386	141,790	143,208	144,640	146,086	147,547	149,022	150,513	152,018	153,538	155,073	156,624	158,190	159,772
Q	145,475	146,930	148,399	149,883	151,382	152,896	154,425	155,969	157,528	159,104	160,695	162,302	163,925	165,564	167,220	168,892	170,581	172,287	174,009	175,749

25th Market Percentile
2022 Market Data

	Step 6				Step 7				Step 8				Step 9				Step 10			
GRADE	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D
R	155,658	157,215	158,787	160,375	161,978	163,598	165,234	166,887	168,555	170,241	171,943	173,663	175,399	177,153	178,925	180,714	182,521	184,347	186,190	188,052
S	171,224	172,936	174,666	176,412	178,176	179,958	181,758	183,575	185,411	187,265	189,138	191,029	192,939	194,869	196,817	198,786	200,774	202,781	204,809	206,857
T	184,922	186,771	188,639	190,525	192,430	194,355	196,298	198,261	200,244	202,246	204,269	206,311	208,375	210,458	212,563	214,689	216,835	219,004	221,194	223,406
U	212,660	214,787	216,935	219,104	221,295	223,508	225,743	228,000	230,280	232,583	234,909	237,258	239,631	242,027	244,447	246,892	249,361	251,854	254,373	256,917
V	244,559	247,005	249,475	251,970	254,489	257,034	259,604	262,200	264,822	267,471	270,145	272,847	275,575	278,331	281,114	283,926	286,765	289,632	292,529	295,454
W	269,015	271,705	274,422	277,166	279,938	282,738	285,565	288,421	291,305	294,218	297,160	300,132	303,133	306,164	309,226	312,318	315,441	318,596	321,782	324,999
X	295,917	298,876	301,864	304,883	307,932	311,011	314,121	317,263	320,435	323,640	326,876	330,145	333,446	336,781	340,148	343,550	346,985	350,455	353,960	357,499
Y	325,508	328,763	332,051	335,371	338,725	342,112	345,534	348,989	352,479	356,004	359,564	363,159	366,791	370,459	374,163	377,905	381,684	385,501	389,356	393,249
Z	358,059	361,640	365,256	368,909	372,598	376,324	380,087	383,888	387,727	391,604	395,520	399,475	403,470	407,505	411,580	415,695	419,852	424,051	428,291	432,574

25th Market Percentile
2022 Market Data

	Step 11				Step 12				Step 13				Step 14				Step 15			
GRADE	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D
A	40,199	40,601	41,007	41,417	41,832	42,250	42,672	43,099	43,530	43,965	44,405	44,849	45,298	45,751	46,208	46,670	47,137	47,608	48,084	48,565
B	45,827	46,285	46,748	47,216	47,688	48,165	48,647	49,133	49,624	50,121	50,622	51,128	51,639	52,156	52,677	53,204	53,736	54,273	54,816	55,364
C	46,285	46,748	47,216	47,688	48,165	48,647	49,133	49,624	50,121	50,622	51,128	51,639	52,156	52,677	53,204	53,736	54,273	54,816	55,364	55,918
D	52,303	52,826	53,354	53,887	54,426	54,971	55,520	56,075	56,636	57,203	57,775	58,352	58,936	59,525	60,121	60,722	61,329	61,942	62,562	63,187
E	55,441	55,995	56,555	57,121	57,692	58,269	58,851	59,440	60,034	60,635	61,241	61,854	62,472	63,097	63,728	64,365	65,009	65,659	66,315	66,978
F	56,550	57,115	57,686	58,263	58,846	59,434	60,029	60,629	61,235	61,847	62,466	63,091	63,721	64,359	65,002	65,652	66,309	66,972	67,642	68,318
G	61,639	62,255	62,878	63,507	64,142	64,783	65,431	66,085	66,746	67,414	68,088	68,769	69,456	70,151	70,852	71,561	72,277	72,999	73,729	74,467
H	70,885	71,594	72,310	73,033	73,763	74,501	75,246	75,998	76,758	77,526	78,301	79,084	79,875	80,674	81,480	82,295	83,118	83,949	84,789	85,637
I	77,973	78,753	79,541	80,336	81,139	81,951	82,770	83,598	84,434	85,278	86,131	86,992	87,862	88,741	89,628	90,525	91,430	92,344	93,268	94,200
J	85,771	86,628	87,495	88,370	89,253	90,146	91,047	91,958	92,877	93,806	94,744	95,692	96,649	97,615	98,591	99,577	100,573	101,579	102,594	103,620
K	101,209	102,222	103,244	104,276	105,319	106,372	107,436	108,510	109,595	110,691	111,798	112,916	114,045	115,186	116,338	117,501	118,676	119,863	121,061	122,272
L	109,306	110,399	111,503	112,618	113,744	114,882	116,031	117,191	118,363	119,547	120,742	121,949	123,169	124,401	125,645	126,901	128,170	129,452	130,746	132,054
M	123,516	124,751	125,999	127,259	128,531	129,817	131,115	132,426	133,750	135,088	136,439	137,803	139,181	140,573	141,978	143,398	144,832	146,281	147,743	149,221
N	135,868	137,226	138,599	139,985	141,384	142,798	144,226	145,668	147,125	148,596	150,082	151,583	153,099	154,630	156,176	157,738	159,315	160,909	162,518	164,143
O	145,378	146,832	148,300	149,783	151,281	152,794	154,322	155,865	157,424	158,998	160,588	162,194	163,816	165,454	167,109	168,780	170,468	172,172	173,894	175,633
P	161,370	162,984	164,614	166,260	167,922	169,601	171,297	173,010	174,741	176,488	178,253	180,035	181,836	183,654	185,491	187,346	189,219	191,111	193,022	194,953
Q	177,507	179,282	181,075	182,886	184,714	186,562	188,427	190,312	192,215	194,137	196,078	198,039	200,019	202,020	204,040	206,080	208,141	210,222	212,325	214,448

25th Market Percentile
2022 Market Data

	Step 11				Step 12				Step 13				Step 14				Step 15			
GRADE	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D
R	189,932	191,832	193,750	195,688	197,645	199,621	201,617	203,633	205,670	207,726	209,804	211,902	214,021	216,161	218,322	220,506	222,711	224,938	227,187	229,459
S	208,926	211,015	213,125	215,256	217,409	219,583	221,779	223,997	226,237	228,499	230,784	233,092	235,423	237,777	240,155	242,556	244,982	247,432	249,906	252,405
T	225,640	227,896	230,175	232,477	234,802	237,150	239,521	241,916	244,336	246,779	249,247	251,739	254,257	256,799	259,367	261,961	264,580	267,226	269,898	272,597
U	259,486	262,081	264,701	267,348	270,022	272,722	275,449	278,204	280,986	283,796	286,634	289,500	292,395	295,319	298,272	301,255	304,267	307,310	310,383	313,487
V	298,409	301,393	304,407	307,451	310,525	313,630	316,767	319,934	323,134	326,365	329,629	332,925	336,254	339,617	343,013	346,443	349,908	353,407	356,941	360,510
W	328,249	331,532	334,847	338,196	341,578	344,994	348,443	351,928	355,447	359,002	362,592	366,218	369,880	373,579	377,314	381,087	384,898	388,747	392,635	396,561
X	361,074	364,685	368,332	372,015	375,735	379,493	383,288	387,121	390,992	394,902	398,851	402,839	406,868	410,936	415,046	419,196	423,388	427,622	431,898	436,217
Y	397,182	401,154	405,165	409,217	413,309	417,442	421,617	425,833	430,091	434,392	438,736	443,123	447,554	452,030	456,550	461,116	465,727	470,384	475,088	479,839
Z	436,900	441,269	445,682	450,139	454,640	459,186	463,778	468,416	473,100	477,831	482,609	487,436	492,310	497,233	502,205	507,227	512,300	517,423	522,597	527,823

25th Market Percentile
2022 Market Data

	Step 16				Step 17				Step 18				Step 19				Step 20			
GRADE	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D
A	49,051	49,541	50,037	50,537	51,042	51,553	52,068	52,589	53,115	53,646	54,183	54,724	55,272	55,824	56,383	56,946	57,516	58,091	58,672	59,259
B	55,918	56,477	57,042	57,612	58,188	58,770	59,358	59,952	60,551	61,157	61,768	62,386	63,010	63,640	64,276	64,919	65,568	66,224	66,886	67,555
C	56,477	57,042	57,612	58,188	58,770	59,358	59,952	60,551	61,157	61,768	62,386	63,010	63,640	64,276	64,919	65,568	66,224	66,886	67,555	68,230
D	63,819	64,457	65,102	65,753	66,410	67,075	67,745	68,423	69,107	69,798	70,496	71,201	71,913	72,632	73,358	74,092	74,833	75,581	76,337	77,100
E	67,648	68,325	69,008	69,698	70,395	71,099	71,810	72,528	73,253	73,986	74,726	75,473	76,228	76,990	77,760	78,538	79,323	80,116	80,917	81,726
F	69,001	69,691	70,388	71,092	71,803	72,521	73,246	73,979	74,718	75,466	76,220	76,982	77,752	78,530	79,315	80,108	80,909	81,718	82,536	83,361
G	75,211	75,963	76,723	77,490	78,265	79,048	79,838	80,637	81,443	82,258	83,080	83,911	84,750	85,598	86,454	87,318	88,191	89,073	89,964	90,864
H	86,493	87,358	88,232	89,114	90,005	90,905	91,814	92,732	93,660	94,596	95,542	96,498	97,463	98,437	99,422	100,416	101,420	102,434	103,458	104,493
I	95,142	96,094	97,055	98,025	99,006	99,996	100,996	102,005	103,026	104,056	105,096	106,147	107,209	108,281	109,364	110,457	111,562	112,678	113,804	114,942
J	104,657	105,703	106,760	107,828	108,906	109,995	111,095	112,206	113,328	114,461	115,606	116,762	117,930	119,109	120,300	121,503	122,718	123,945	125,185	126,437
K	123,495	124,730	125,977	127,237	128,509	129,794	131,092	132,403	133,727	135,064	136,415	137,779	139,157	140,549	141,954	143,374	144,807	146,255	147,718	149,195
L	133,374	134,708	136,055	137,416	138,790	140,178	141,580	142,995	144,425	145,870	147,328	148,802	150,290	151,792	153,310	154,843	156,392	157,956	159,535	161,131
M	150,713	152,220	153,742	155,280	156,833	158,401	159,985	161,585	163,201	164,833	166,481	168,146	169,827	171,525	173,241	174,973	176,723	178,490	180,275	182,078
N	165,784	167,442	169,117	170,808	172,516	174,241	175,983	177,743	179,521	181,316	183,129	184,960	186,810	188,678	190,565	192,470	194,395	196,339	198,303	200,286
O	177,389	179,163	180,955	182,764	184,592	186,438	188,302	190,185	192,087	194,008	195,948	197,908	199,887	201,886	203,904	205,943	208,003	210,083	212,184	214,306
P	196,902	198,871	200,860	202,868	204,897	206,946	209,016	211,106	213,217	215,349	217,502	219,677	221,874	224,093	226,334	228,597	230,883	233,192	235,524	237,879
Q	216,592	218,758	220,946	223,155	225,387	227,641	229,917	232,216	234,538	236,884	239,253	241,645	244,062	246,502	248,967	251,457	253,971	256,511	259,076	261,667

25th Market Percentile
2022 Market Data

	Step 16				Step 17				Step 18				Step 19				Step 20			
GRADE	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D
R	231,754	234,071	236,412	238,776	241,164	243,575	246,011	248,471	250,956	253,466	256,000	258,560	261,146	263,757	266,395	269,059	271,749	274,467	277,212	279,984
S	254,929	257,478	260,053	262,654	265,280	267,933	270,612	273,318	276,052	278,812	281,600	284,416	287,260	290,133	293,034	295,965	298,924	301,914	304,933	307,982
T	275,323	278,077	280,857	283,666	286,503	289,368	292,261	295,184	298,136	301,117	304,128	307,170	310,241	313,344	316,477	319,642	322,838	326,067	329,327	332,621
U	316,622	319,788	322,986	326,216	329,478	332,773	336,101	339,462	342,856	346,285	349,748	353,245	356,778	360,345	363,949	367,588	371,264	374,977	378,727	382,514
V	364,115	367,756	371,434	375,148	378,900	382,689	386,516	390,381	394,285	398,227	402,210	406,232	410,294	414,397	418,541	422,726	426,954	431,223	435,536	439,891
W	400,527	404,532	408,577	412,663	416,790	420,958	425,167	429,419	433,713	438,050	442,431	446,855	451,324	455,837	460,395	464,999	469,649	474,346	479,089	483,880
X	440,579	444,985	449,435	453,929	458,469	463,053	467,684	472,361	477,084	481,855	486,674	491,541	496,456	501,420	506,435	511,499	516,614	521,780	526,998	532,268
Y	484,637	489,484	494,379	499,322	504,316	509,359	514,452	519,597	524,793	530,041	535,341	540,695	546,102	551,563	557,078	562,649	568,275	573,958	579,698	585,495
Z	533,101	538,432	543,816	549,255	554,747	560,295	565,898	571,557	577,272	583,045	588,875	594,764	600,712	606,719	612,786	618,914	625,103	631,354	637,668	644,044



GUAM WATERWORKS AUTHORITY

“Better Water, Better Lives.”

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

Tel: (671) 300-6846/7

Issues for Decision

Resolution No. 19-FY2024

Relative to Approval of Indefinite Quantity Contract with JMI-Edison and Frontier Supply Inc. for Submersible Pumps and Motors for GWA Wells

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

This request is for the necessary purchase of pumps and motors to maintain and improve reliability of GWA’s water production system. The project is to replenish the inventory of submersible pumps and motors for GWA deep wells to ensure adequate stock is available at all times to quickly bring any wells back into service. The objective is to maintain critical inventory levels for pumps and motors at all times

Where is the location?

GWA deep well facilities island wide.

How much will it cost?

JMI-Edison

Submersible Motors	\$24,305.88
Submersible Pumps	\$299,877.05
Estimated Annual	\$324,182.93
Estimated 3 Year Contract	\$972,548.79

Frontier Supply Inc.

Submersible Motors	\$137,270.00
Submersible Pumps	\$0.00
Estimated Annual	\$137,270.00
Estimated 3 Year Contract	\$411,810.00

Total 3 Year Contract	\$1,384,358.79
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Should GWA approve the two (2) one-year options to renew the contract then the additional funding cost is estimated at Nine Hundred Twenty-Two Thousand Nine Hundred Five Dollars and Eighty-Six Cents (\$922,905.86). GWA management further seeks a ten percent (10%) contingency to the possible overall life of the contract (five-year term), of Two Hundred Thirty-Thousand Seven Hundred Twenty-Six Dollars and Forty-Six Cents (\$230,726.46) to bring the total authorized funding to Two Million Five Hundred Thirty-Seven Thousand Nine Hundred Ninety-One Dollars and Eleven cents (\$2,537,991.11).

When will it be completed?

The indefinite quantity contract will be in place for an initial term of 3 years and purchases will be ongoing on an as-needed basis over the life of the contract term.

GWA Work Session – May 21, 2024

Res. 19-FY2024 Relative to Approval of Indefinite Quantity Contract with JMI-Edison and Frontier Supply Inc. for Submersible Pumps and Motors for GWA Wells

Page 2

What is the funding source?

Revenue or Internally Funded CIP.

The RFP/BID responses (if applicable):

- 11 downloaded
- 2 bids submitted
- JMI-Edison and Frontier Supply Inc. awarded



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

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GWA RESOLUTION NO. 19 FY2024

RELATIVE TO APPROVAL OF INDEFINITE QUANTITY CONTRACTS WITH JMI-EDISON AND FRONTIER SUPPLY INC. FOR SUBMERSIBLE PUMPS AND MOTORS FOR GWA DEEP WELLS

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 an Invitation for Bid IFB 2024-04 soliciting cost quotation from experienced and responsive bidders to provide Deep Well Submersible Pumps and Motors and provide adequate stock replenishment when needed; and

WHEREAS, Deep Well Pumps and motors purchases are necessary to maintain its critical inventory of submersible pumps and motors to ensure the reliability of water production island wide; and

WHEREAS, there were two responsive and responsible bidder who met the Submersible Pumps and Motor requirements of IFB 2024-04; and

WHEREAS, GWA’s review committee determined that the offers of Submersible Pumps and Motors made by JMI-Edison and Frontier Supply, Inc. were fair and reasonable; and

WHEREAS, GWA accepted JMI-Edison’s bid proposals of indefinite quantity bid of certain submersible motors and pumps manufactured by Franklin Electric USA and Frontier Supplies Inc.’s bid proposal of indefinite quantity bid of certain submersible motors manufactured

1 by Wilo for an estimated total amount of One Million Three Hundred Eighty-Four Thousand Three
2 Hundred Fifty-Eight Dollars and Seventy-Nine cents (\$1,384,358.79) [Exhibit A]; and

3
4 **WHEREAS**, GWA management seeks CCU approval of the contract amount of One
5 Million Three Hundred Eighty-Four Thousand Three Hundred Fifty-Eight Dollars and Seventy-
6 Nine cents (\$1,384,358.79) for the purchase of Submersible Pumps and Motors for GWA Deep
7 Wells for the initial three-year contract term, as well as an additional Nine Hundred Twenty-Two
8 Thousand Nine Hundred Five Dollars and Eighty-Six Cents (\$922,905.86) for the possible two (2)
9 one-years options to renew the contract to bring the five (5) year cost estimate to Two Million
10 Three Hundred Seven Thousand Two Hundred Sixty-Four Dollars and Sixty-Five Cents
11 (\$2,307,264.65); and

12
13 **WHEREAS**, GWA management further seeks CCU approval of a ten percent (10%)
14 contingency to the possible overall life of the contract (five-year term), of Two Hundred Thirty-
15 Thousand Seven Hundred Twenty-Six Dollars and Forty-Six Cents (\$230,726.46) to bring the total
16 authorized funding to Two Million Five Hundred Thirty-Seven Thousand Nine Hundred Ninety-
17 One Dollars and Eleven Cents (\$2,537,991.11); and

18
19 **WHEREAS**, the source of funding for the Submersible Pumps and Motors is Revenue or
20 Internally Funded Capital Improvement Projects; and

21
22 **NOW BE IT THEREFORE RESOLVED**; the Consolidated Commission on Utilities
23 does hereby approve the following:

- 24 1. The recitals set forth above hereby constitute the findings of the CCU.
25 2. The CCU finds that the terms of the bid proposals submitted by JMI-Edison and
26 Frontier Supply Inc. are fair and reasonable.
27 3. There was no indication of bad faith or fraud in any of the procurements
28 contained herein.
29 4. All of the procurement herein are in the best interest of the territory of Guam
30 and Guam Water Works Authority.

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- 5. The CCU hereby authorizes GWA management to proceed in the purchase of pumps and motors for GWA Deep Wells in the amount of One Million Three Hundred Eighty-Four Thousand Three Hundred Fifty-Eight dollars and Seventy-Nine cents (\$ 1,384,358.79) for the initial three-year contract term as specified in the IFB 2024-04 Submersible Pumps and Motors (Indefinite Quantity Bid), and with a two (2) one year option to renew, subject to availability of funds and agreement between the parties.
- 6. The CCU hereby further approves the funding total of One Million Three Hundred Eighty-Four Thousand Three Hundred Fifty-Eight dollars and Seventy-Nine cents (\$1,384,358.79) for the initial three-year contract, as well as an additional Nine Hundred Twenty-Two Thousand Nine Hundred Five Dollars and Eighty-Six Cents (\$922,905.86) for the possible two (2) one-year options to renew the contract.
- 7. The CCU hereby further approves a ten percent (10%) contingency to the possible overall life of the contract (five-year term), of Two Hundred Thirty- Thousand Seven Hundred Twenty-Six Dollars and Forty-Six Cents (\$230,726.46) to bring the total authorized funding to Two Million Five Hundred Thirty-Seven Thousand Nine Hundred Ninety-One Dollars and Eleven Cents (\$2,537,991.11).
- 8. GWA Management is hereby authorized to seek PUC approval with the Contracts given the total funding exceeds One Million Dollars (\$1,000,000.00) as required by Docket 00-04.

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

DULY AND REGULARLY ADOPTED, this 28th day of May 2024.

Certified by:

Attested by:

JOSEPH T. DUENAS
Chairperson

PEDRO ROY MARTINEZ
Secretary



EXHIBIT A

GUAM WATERWORKS AUTHORITY

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

MEMORANDUM

TO: General Manager
VIA: Supply Management Administrator
FROM: Evaluation Committee Members
SUBJECT: Invitation to Bid No. GWA 2024-04 Submersible Pumps and Motors
(Indefinite Quantity Bid)
REF: Recommendation of Award
DATE: April 16, 2024

Bid Opening Date and Time:

Date Opened: March 14, 2024

Time: 2:00 PM

Bidders Register:

- JMI-Edison
- Island Equipment
- Wang Brothers Holding
- CRW Trading
- Frontier Supply
- Indigo Piping
- J&A Enterprise
- Grundfos Pump
- MWITH Wolson Bonds
- Ferguson Enterprises
- Pacific Revolution Corp

Bid Package Submitted In-Person

- Frontier Supply
- JMI-Edison

Evaluation Committee Members:

- Ray Quintanilla, Water Operation Manager
- Ernie Villarín, Engineer
- Stephen Mondina, Buyer Supervisor II

Evaluation Finding:

On March 28, 2024 at 2:00 pm. An evaluation committee reviewed and determined both bidders JMI-Edison and Frontier Supply submitted a responsive bid, therefore the evaluation team hereby recommends to move forward with award to the lowest responsive bid cost per line item submitted by both bidders, furthermore, the committee members have decided to award the High Temperature Motors.

Awarded to JMI-Edison:

HIGH TEMPERATURE MOTORS:

TEM NO.	DESCRIPTION	EST QTY PER ORDER	UNIT COST	EXTENSION
2.1 A	Submersible Motor 10 HP	1	\$2,388.01	\$2,388.01
2.1 C	Submersible Motor 30 HP	1	\$4,413.23	\$4,413.23
2.1 F	Submersible Motor 60 HP	3	\$5,834.88	\$17,504.64
			Total Cost	\$24,305.88

MFG: Franklin Electric USA
 BRAND: Franklin Electric USA
 PLACE OF ORIGIN: USA
 DATE OF DELIVERY: As Specified

Awarded to Frontier Supply Bid:

ITEM NO.	DESCRIPTION	EST QTY PER ORDER	UNIT COST	EXTENSION
2.1 B	Submersible Motor 20 HP	2	\$2,646.00	\$5,292.00
2.1 D	Submersible Motor 40 HP	3	\$4,109.00	\$12,327.00
2.1 E	Submersible Motor 50 HP	3	\$5,815.25	\$17,445.75
2.1 G	Submersible Motor 75 HP	3	\$6,628.13	\$19,884.39
2.1 H	Submersible Motor 100 HP	4	\$9,884.79	\$39,539.16
2.1 I	Submersible Motor 125 HP	2	\$8,194.81	\$16,389.62
2.1 J	Submersible Motor 150 HP	3	\$8,797.69	\$26,393.07
			Total Cost	\$137,270.00

MFG: Wilo
 BRAND: Wilo
 PLACE OF ORIGIN: Turkey
 DATE OF DELIVERY: Meeting Bid Requirements

Awarded to JMI:

Submersible Pumps:

ITEM NO.	DESCRIPTION	EST QTY PER ORDER	UNIT COST	EXTENSION
3.1 A	SUBMERSIBLE PUMP 70SR7, 6" X 8 STAGE	1	\$1,227.74	\$1,227.74
3.1 B	SUBMERSIBLE PUMP 70SR15, 6" X 15 STAGE	1	\$1,680.13	\$1,680.13
3.1 C	SUBMERSIBLE PUMP 150SR30, 6" X 14 STAGE	1	\$1,765.57	\$1,765.57
3.1 D	SUBMERSIBLE PUMP 150SR40, 6" X 19 STAGE	1	\$2,182.46	\$2,182.46
3.1 E	SUBMERSIBLE PUMP 175SR20, 6" X 8 STAGE	1	\$2,138.85	\$2,138.85

ITEM NO.	DESCRIPTION	EST QTY PER ORDER	UNIT COST	EXTENSION
3.1 F	SUBMERSIBLE PUMP 175SR25, 6" X 10 STAGE	2	\$2,426.73	\$4,853.46
3.1 G	SUBMERSIBLE PUMP 175SR30, 6" X 12 STAGE	1	\$2,778.84	\$2,778.84
3.1 H	SUBMERSIBLE PUMP 175SR40, 6" X 14 STAGE	10	\$3,009.38	\$30,093.80
3.1 I	SUBMERSIBLE PUMP 175SR40, 6" X 16 STAGE	3	\$3,282.95	\$9,848.85
3.1 J	SUBMERSIBLE PUMP 175SR50, 6" X 18 STAGE	1	\$3,602.65	\$3,602.65
3.1 K	SUBMERSIBLE PUMP 250SR25, 6" X 9 STAGES	1	\$1,920.15	\$1,920.15
3.1 L	SUBMERSIBLE PUMP 250SR30, 6" X 10 STAGES	1	\$1,981.83	\$1,981.83
3.1 M	SUBMERSIBLE PUMP 250SR40, 6" X 12 STAGES	3	\$2,254.76	\$6,764.28
3.1 N	SUBMERSIBLE PUMP 250SR40, 6" X 14 STAGES	4	\$2,678.20	\$10,712.80
3.1 O	SUBMERSIBLE PUMP 250SR50, 6" X 15 STAGES	10	\$2,664.19	\$26,641.90
3.1 P	SUBMERSIBLE PUMP 250SR50, 6" X 18 STAGES	2	\$3,307.92	\$6,615.84
3.1 Q	SUBMERSIBLE PUMP 250SR60, 6" X 20 STAGES	3	\$3,590.82	\$10,772.46
3.1 R	SUBMERSIBLE PUMP 325SR25, 6" X 7 STAGES	1	\$1,880.90	\$1,880.90
3.1 S	SUBMERSIBLE PUMP 325SR40, 6" X 9 STAGES	2	\$2,193.72	\$4,387.44
3.1 T	SUBMERSIBLE PUMP 325SR40, 6" X 11 STAGES	1	\$2,602.51	\$2,602.51
3.1 U	SUBMERSIBLE PUMP 325SR50, 6" X 13 STAGES	13	\$2,909.34	\$37,821.42
3.1 V	SUBMERSIBLE PUMP 325SR60, 6" X 18 STAGES	2	\$3,727.32	\$7,454.64
3.1 W	SUBMERSIBLE PUMP 325SR75, 6" X 21 STAGES	1	\$5,612.65	\$5,612.65
3.1 X	SUBMERSIBLE PUMP 400SR50, 8" X 7 STAGES	1	\$3,965.41	\$3,965.41
3.1 Y	SUBMERSIBLE PUMP 400SR75, 8" X 10 STAGES	2	\$5,227.29	\$10,454.58
3.1 Z	SUBMERSIBLE PUMP 400SR100, 8" X 13 STAGES	3	\$5,925.22	\$17,775.66
3.1 AA	SUBMERSIBLE PUMP 475SR100, 8" X 11 STAGES	3	\$5,933.95	\$17,801.85
3.1 AB	SUBMERSIBLE PUMP 475SR125, 8" X 14 STAGES	2	\$6,773.97	\$13,547.94
3.1 AC	SUBMERSIBLE PUMP 625S-1500, 8" x 7A STAGES	2	\$10,889.17	\$21,778.34
3.1 AD	SUBMERSIBLE PUMP 625S-1500, 8" x 7 STAGES	2	\$10,889.17	\$21,778.34
3.1 AE	SUBMERSIBLE PUMP 800S-1000, 8" x 4A STAGES	1	\$7,433.76	\$7,433.76
			Total Cost	\$299,877.05

MFG: 3.1A to 3.1A Franklin Electric USA
 BRAND: 3.1A to 3.1A Franklin Electric USA
 PLACE OF ORIGIN: USA
 DATE OF DELIVERY: As Specified

Grand Total for all pumps and motors \$461,452.93

Cost Analysis:

Base on the Estimated Qty specified on the bid	
3 Year Contract Term	\$1,384,358.79
2 Year Options	\$922,905.86 ¹
5 Years Grand Total (estimated)	\$2,307,264.65

Contract Term:

GWA and the lowest responsible bidder may enter into a contract (which may be in the form of a Purchase Order) on terms acceptable to GWA which shall commence upon vendor’s acknowledged receipt of a Notice to Proceed from GWA. The initial term of the contract is three (3) years, with option to renew for additional two (2) years, one (1) year terms. Subject to the availability of funds.

End of Evaluation.

Stephan Mondina, Buyer II Supervisor II

Concurred and accepted by the committee members:

Ray Quintanilla, Operations & Maintenance Mgr.

Ernesto Villarin, Senior Engineer, PE

Stephan Mondina, Buyer II Supervisor

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

] CONCURRED] NONCONCUR

VINCENT ED GUERRERO, SUPPLY MANAGEMENT ADMINISTRATOR

] APPROVED] DISAPPROVED

MIGUEL C. BORDALLO, P.E. GENERAL MANAGER
CB

cc: Procurement File

¹ Subject to price escalation



Issues for Decision

Resolution No. 20-FY2024

Relative to authorizing the Guam Waterworks Authority to petition the Public Utilities Commission for authorization to issue a Request for Proposals for comprehensive support services for applications and integration technologies utilized by the Guam Waterworks Authority, Guam Power Authority, Port Authority of Guam, and the Guam International Airport Authority

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

The project's objective is to issue a Request for Proposal to secure support and implementation services for the Oracle JD Edwards systems used by the Guam Waterworks Authority (GWA), Guam Power Authority (GPA), Port Authority of Guam (PAG), and Guam International Airport Authority (GIAA), collectively known as GPWPAA. This initiative is both necessary and urgent due to the impending expiration of initial support contracts for these critical enterprise resource planning (ERP) systems. GWA, GPA and the PAG's recent upgrade to EnterpriseOne (E1) in 2021 and multiple integration points between other enterprise systems underscore the ongoing need for support to ensure the smooth operation and maintenance of these business-critical systems.

The project also aims to achieve continuous improvement by developing business systems to enhance efficiency, functionality, and the seamless operation of both current and future systems. The engagement in a competitive procurement process to select qualified vendors for all four organizations seeks to leverage buying power to obtain the most cost-effective support arrangements. Furthermore, the project's extended contract (initially 5 years with the option to extend for 5 additional 1-year periods) and adaptable terms are crafted to guarantee continuity and flexibility until the end-of-life phase of the E1 product, currently set for 2035. Lastly, the Guam Public Utilities Commission (PUC) established protocols that require GWA to obtain approval for any contractual obligations of more than one million dollars. The previous five-year contract for comparable services did surpass this threshold.

Where is the location?

Fadian

How much will it cost?

Estimated to exceed One Million Dollars over base 5-year contract.

When will it be completed?

The RFP is scheduled to be issued in June 2024 with a target to issue a Notice to Proceed in August 2024.

What is the funding source?

Revenue Funded



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. 20-FY2024

RELATIVE TO AUTHORIZING THE GUAM WATERWORKS AUTHORITY TO PETITION THE PUBLIC UTILITIES COMMISSION FOR AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS FOR COMPREHENSIVE SUPPORT SERVICES FOR APPLICATIONS AND INTEGRATION TECHNOLOGIES UTILIZED BY THE GUAM WATERWORKS AUTHORITY, GUAM POWER AUTHORITY, PORT AUTHORITY OF GUAM AND THE GUAM INTERNATIONAL AIRPORT AUTHORITY.

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

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

WHEREAS, the Guam Waterworks Authority (GWA), Guam Power Authority (GPA), the Port Authority of Guam (PAG) upgraded to Oracle JD Edwards EnterpriseOne (E1) in 2021, and the initial support contracts for these systems are set to expire, necessitating the procurement of comprehensive support services to ensure the continued smooth operation and maintenance of these critical enterprise resource planning (ERP) systems; and

WHEREAS, The Guam International Airport Authority (GIAA) is currently using the legacy JD Edwards World system and requires professional services to upgrade to E1; and

WHEREAS, The GWA, GPA, PAG, and GIAA, collectively known as GPWPAA, all use the JD Edwards ERP system platform to manage financial resources, and other business processes such as human resources, supply chain and work order management; and,

//

//

1 **WHEREAS**, acknowledging the joint requirement for comprehensive support services
2 for applications and integration technologies, the GPWPAA seek to leverage combined
3 purchasing power to attain the most cost-effective support arrangement; and
4

5 **WHEREAS**, GPWPAA aims to enhance its ERP system, along with other integrated
6 applications, to boost efficiency and ensure seamless operation, maintenance, and functionality
7 of all systems; and
8

9 **WHEREAS**, it is imperative for GPWPAA to engage in a competitive procurement
10 process to select a qualified offeror who can provide the necessary support services to meet each
11 organization's objectives and requirements; and
12

13 **WHEREAS**, pursuant to 12 GCA Section 12004, the Guam Public Utilities Commission
14 has established protocols for the review of professional contracts and obligations of the GWA
15 prior to beginning the procurement process for all professional services exceeding one million
16 dollars (\$1,000,000) in the initial term and any renewal options; and,
17

18 **WHEREAS**, GWA's current maintenance and support agreements in place for E1,
19 Oracle Cloud Services and other integrated applications is more two hundred sixty-two thousand
20 seven hundred and eighty-eight dollars (\$262,788) annually and exceed one million dollars
21 (\$1,000,000) over a five-year term; and,
22

23 **WHEREAS**, GWA seeks authorization from the Public Utilities Commission (PUC) to
24 issue a Request for Proposals (RFP) on behalf of GPWPAA for comprehensive support services,
25 which will include activities such as support/troubleshooting, application functional support,
26 application development support, and managing negotiation and maximization of software
27 application licensing, maintenance, and support agreements (see Exhibit 1); and
28

29 **WHEREAS**, GPWPAA have invested millions of dollars to upgrade to E1 and intend to
30 use the system through the guaranteed Oracle Premier Support Policy of maintaining and
31 developing the system through 2035; and,

1 **WHEREAS** GPWPAA seeks to enter a long-term contract to ensure continuity with
2 selected partners to train, maintain, support, and develop E1 at the lowest possible cost; and,

3
4 **WHEREAS** GPWPAA intends to engage in contracts for an initial five-year term (60
5 months) with the flexibility of extending for five (5) additional 1-year terms, subject to the
6 availability of funds, and reserves the right to award contracts for the entire RFP scope or subsets
7 thereof to one or multiple offerors, as deemed appropriate.

8
9 **NOW BE IT THEREFORE RESOLVED;** the Consolidated Commission on Utilities
10 does hereby approve the following:

- 11 1. The recitals set forth above hereby constitute the findings of the CCU.
- 12 2. The Guam Waterworks Authority is hereby authorized to petition the Public
13 Utilities Commission for authorization to issue a Request for Proposals (RFP)
14 titled "Comprehensive Support Services for Applications and Integration
15 Technologies utilized by the Guam Waterworks Authority, Guam Power
16 Authority, Port Authority of Guam and the Guam International Airport
17 Authority" in accordance with the terms and conditions outlined in the RFP
18 document; and
- 19 3. GWA shall adhere to all applicable laws, regulations, and guidelines
20 governing the procurement process, and shall ensure transparency, fairness,
21 and equal opportunity for all potential offerors; and
- 22 4. Upon approval from the Public Utilities Commission, GWA shall promptly
23 proceed with the issuance of the RFP and evaluation of proposals received.

24
25 **RESOLVED,** that the Chairman certified, and the Board Secretary attests to the adoption
26 of this Resolution.

27 //
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29 //
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Exhibit 1

DRAFT SOLICITATION AND TECHNICAL REQUIREMENTS

RFP TITLE: Comprehensive Support Services for Applications and Integration Technologies utilized by the Guam Waterworks Authority, Guam Power Authority, Port Authority of Guam, and the Guam International Airport Authority.

DEFINITIONS

OFFEROR: The individual, partnership, corporation, or joint venture submitting a written or documented response to this subject RFP.

OWNER: The Guam Waterworks Authority (GWA), Guam Power Authority (GPA), Port Authority of Guam (PAG) and the Guam International Airport Authority known jointly as GPWPAA and the General Manager, Executive Manager (GIAA) or designated representatives of GWA, GWA, PAG, and GIAA.

CONTRACT TERMS: GPWPAA and the CONTRACTOR agree that this CONTRACT will be for a base five-year period (60 months) from the date of the signed Notice to Proceed award subject to the availability of funds, with the option of five (5) additional 1-year terms.

GPWPAA reserves the right to award a Contract for the entire RFP scope or for subsets of the RFP scope to one, none, or any OFFERORS.

Each OWNER will enter separate Contracts with one, none, or any OFFERORS.

SOLICITATION AND TECHNICAL REQUIREMENTS

OVERVIEW

The Guam Waterworks Authority was established in 1996 with the mission of maintaining and expanding Guam's island-wide water system. As the primary provider of water and wastewater services on the island, located in the western Pacific Ocean and under the jurisdiction of the United States, GWA oversees the management of water resources, operates treatment facilities, distribution systems, and wastewater treatment plants. This responsibility ensures a safe and dependable water supply and sanitation services for residents, businesses, and governmental facilities.

GWA is a significant contributor to the island's infrastructure, managing assets totaling \$1.2 billion, and generating \$107 million in annual revenues. Each month, GWA produces and treats over 39 million gallons of water and 10 million gallons of wastewater. The authority's customer base consists of more than 43,000 for water services and over 30,000 for wastewater services.

Operating as a public corporation and autonomous instrumentality under the Government of Guam, GWA is committed to meeting the island's water and sanitation needs while upholding standards of accountability and transparency.

The Guam Power Authority was created in 1968 as a public corporation and autonomous instrumentality of the Government of Guam. Since that time, the Authority has maintained and expanded the island wide power system in Guam. The Authority, the sole electric utility on island, now has 469 megawatts of generation capacity, 1,821 miles of transmission and distribution lines, 29 substations, \$855 million in assets, and \$554 million in annual revenues. GPA currently serves approximately 53,000 customers with the U.S. Navy being the largest representing about 19% of revenue.

Exhibit 1
Draft RFP Solicitation and Technical Requirements
Comprehensive Support Services for Applications and Integration Technologies utilized by the Guam Waterworks Authority, Guam Power Authority, Port Authority of Guam, and the Guam International Airport Authority.
Page 2

Both the GWA and GPA operate under the governance of the Consolidated Commission on Utilities (CCU), which comprises five elected members. The CCU holds authority over contracting, policymaking, and the selection of top management within both authorities. Furthermore, the operations of GWA, GPA and PAG are subject to regulation by the Guam Public Utilities Commission (PUC), a rate-setting body consisting of Commissioners appointed by the Governor of Guam. The PUC functions within established operational guidelines akin to those observed in other jurisdictions within the United States. Notably, the PUC possesses extensive regulatory powers over GPWPAA, including the approval of contracts that may impact rates.

The Port Authority of Guam was established as a public corporation and an autonomous agency of the Government of Guam by Public Law 13-87 in October 1975. PAG operates the only commercial seaport in the Territory of Guam and, as the primary seaport in Micronesia, serves as a transshipment point for the entire Western Pacific region. PAG owns five cargo-handling piers, two fuel piers, and three marinas. It serves the largest U.S. deep-water port in the region and currently handles about one to two million tons of cargo a year. The cost of operations and capital improvements are funded largely from PAG revenues.

PAG, the main lifeline of consumer goods to Guam, ensures prompt and efficient delivery of these goods but also supports the development of maritime industries by leasing land and infrastructure to private interests. As a public corporation, PAG reinvests all profits into upgrading equipment, facilities, and the continuous growth of the island's seaport. With over 90% of the region's goods and passing through its facilities, PAG plays a vital role in enhancing the quality of life for residents, serving as the crucial link connecting the region to the global market plan.

The A.B. Won Pat International Airport Authority, Guam (GIAA) was established in 1976 and is a public corporation and an autonomous instrumentality of the Government of Guam with authority to acquire, construct, reconstruct, purchase, extend, improve, better, operate and maintain airports and related facilities for civil aviation purposes on Guam. The GIAA owns and operates the Airport and is the only commercial operator in Guam licensed by the FAA. The GIAA's total passenger movement for Fiscal Year 2022 amounted to 745,717 with passenger enplanements amounting to 56%, or 418,234. Additionally, the GIAA managed 18,757 aircraft movements, and cargo activity over 17,080 metric tons of cargo and 16,972 metric tons of mail. Prior to the COVID-19 Pandemic, GIAA's average annual airport activity exceeded 3M passenger movements, 20,000 metric tons of cargo and more than 50,000 flight movements.

All powers vested in the Authority under Chapter 1 of Title 12 of the Guam Code annotated are exercised by its Board of Directors, which consists of seven members nominated and appointed by the Governor of Guam, subject to confirmation by the Guam Legislature.

PURPOSE

The GWA, GPA and PAG upgraded their Enterprise Resource Planning (ERP) systems in 2021 to three separate Oracle Cloud instances of Oracle JD Edwards EnterpriseOne (E1) system. The E1 systems integrate with multiple applications and are primarily used for management of financial transactions, inventory and asset management, work order management, human resource management and purchasing. The GIAA ERP platform is the legacy version, JD Edwards World.

This procurement is to provide GPWPAA with client-side training and support services to enhance their knowledge and performance for the proper operation and maintenance of its Oracle Cloud

Exhibit 1
 Draft RFP Solicitation and Technical Requirements
 Comprehensive Support Services for Applications and Integration Technologies utilized by the Guam Waterworks Authority, Guam Power Authority, Port Authority of Guam, and the Guam International Airport Authority.
 Page 3

services, E1 and other integrated applications. This scope of work will include staff training services for the Oracle Cloud Infrastructure, E1 and other integrated programs. Application development, project management and managing agent services are also requested. Other additional related services could be requested from the Offeror for the implementation of software applications upgrade or replacement, operation, and enhancement to the E1, third-party applications and integrated applications not articulated in the Scope of Work below.

SCOPE OF WORK

The offer shall define which of the applications and integration technologies they have expertise in and can provide support. Offeror’s response should include specific descriptions of experience with each related application as listed:

Existing Applications Used by:		GWA	GPA	PAG	GIAA
[01]	Oracle JD Edwards EnterpriseOne	✓	✓	✓	
[02]	JD Edwards World				✓
[03]	Oracle Fusion Procurement Cloud, including self-service	✓			
[04]	Oracle Fusion Enterprise Resource Planning Cloud, including self-service	✓			
[05]	Oracle Fusion Document Recognition Cloud Service	✓			
[06]	Customer Care and Billing (CC&B)	✓	✓		
[07]	Rinami Cantara Mobile App	✓			
[08]	Clevest Mobile Workforce Management		✓		
[09]	ESRI ArcGIS Enterprise	✓	✓		
[10]	Hubble (Insight software)	✓	✓		
[11]	Bottomline Transform	✓			
[12]	RMM Rackware	✓			
[13]	AllOut Security	✓	✓		
[14]	Oracle Data Guard		✓		
[15]	StarQuest	✓			
[16]	ODBC/JDBC		✓		
[17]	DocuSign	✓	✓		
[18]	Vertex Tax Table	✓	✓		
[19]	Oracle Integration Cloud	✓	✓	✓	
[20]	Oracle Content Experience Cloud	✓			
[21]	Oracle Identity Cloud Service	✓			
[22]	Microsoft 365 Enterprise	✓			
[23]	Navis N4 terminal operating system			✓	

Exhibit 1

Draft RFP Solicitation and Technical Requirements

Comprehensive Support Services for Applications and Integration Technologies utilized by the Guam Waterworks Authority, Guam Power Authority, Port Authority of Guam, and the Guam International Airport Authority.

Page 4

The Offeror should account for the following activities for the maintenance and support of the applications based on the following:

Support/Troubleshooting

A) Oracle Cloud Infrastructure, JD Edwards CNC Support, and other integrated third-party applications backend support

The Offeror shall work with GPWPAA to determine the required level of managed services for its Oracle Cloud servers, ensuring high availability, performance, security, and cost-effectiveness. The Offeror will also identify gaps in the GPWPAA IT organization where supplemental assistance is needed and develop a knowledge transfer training program. Examples of support could include but not be limited to:

- Provisioning, configuration, and deployment of Oracle Cloud instances as per requirements.
- Continuous monitoring of server performance, availability, and security.
- Incident management, including troubleshooting and resolution of server-related issues.
- Regular backups and disaster recovery planning.
- Offsite backup to on-premises environments (where applicable)
- Patch management and system updates also include on-premises environments (where applicable).
- Capacity planning and optimization to ensure efficient resource utilization.
- Security management, including implementing best practices and compliance with industry standards.
- Performance tuning and optimization of Oracle Cloud services.
- Configuration, monitoring, and maintenance of JD Edwards EnterpriseOne technical infrastructure, including servers, databases, third-party applications and integrations and web servers.
- System performance monitoring, resource utilization analysis, and proactive issue identification and resolution.
- Routine maintenance tasks such as applying patches, updates, and service packs to keep the JD Edwards EnterpriseOne system, third-party applications, and integrations current and secure.
- Implementation and maintenance of security measures to protect the JD Edwards EnterpriseOne environment from unauthorized access and security threats.
- Development and implementation of backup and recovery strategies to ensure data integrity and availability in the event of system failures or disasters.
- Performance tuning and optimization to enhance system performance and scalability.
- Providing technical support and expertise to GPWPAA IT teams as required including but not limited to:
 - How to troubleshoot and read error log files
 - Assisting in understanding and resolving ongoing issues faced by users, ensuring effective troubleshooting and resolution.
 - Identification of essential queries and reports for monitoring application performance, along with guidance on their execution.
 - Provide best practice scenarios for proper operation and maintenance of the Oracle Cloud Infrastructure

Exhibit 1

Draft RFP Solicitation and Technical Requirements

Comprehensive Support Services for Applications and Integration Technologies utilized by the Guam Waterworks Authority, Guam Power Authority, Port Authority of Guam, and the Guam International Airport Authority.

Page 5

- Identifying and addressing issues related to Oracle Cloud Infrastructure, with a focus on optimizing system performance.

B) Application Functional Support

The Offeror shall provide application functional support services to ensure the efficient operation and maintenance of GPWPAA applications. The goal is to address functional issues, optimize performance, and enhance user satisfaction with the application portfolio.

Examples of support could include but not be limited to:

- Guidance on identifying and resolving errors encountered during batch processing.
- Strategies for resolving frequently encountered backend error screens to ensure smooth application operation.
- Assisting in understanding and resolving ongoing issues faced by users, ensuring effective troubleshooting and resolution.
- Identification of essential queries and reports for monitoring application performance, along with guidance on their execution.
- Evaluation of existing manual workarounds to ensure accuracy and effectiveness in resolving issues.
- Recommendations for optimal practices in promoting code changes and maintaining application environments.
- Reviewing business processes to identify potential triggers for issues and proposing improvements or workarounds.
- Providing comprehensive technical support for the proper operation and maintenance of the applications.
- Investigating and resolving system performance issues, including performance tuning to optimize system performance.
- Creating solutions for production issues and assisting in their deployment to ensure timely resolution.
- Managing user administration and configuring security settings to maintain system integrity.
- Resolving issues related to reporting functionality, ensuring accurate and reliable reporting.
- Managing and implementing core and third-party application and integration upgrades, service packs, and patches to maintain system functionality and security.

C) Application Development Support

The Offeror shall deliver high-quality application development services that align with the goals and requirements of GPWPAA. We aim to leverage Oracle and other third-party technologies to streamline business processes, enhance productivity, and drive innovation.

Examples of support could include but not be limited to:

- Requirement gathering and analysis to understand business needs and objectives.
- Customization of applications tailored to GPWPAA's requirements.
- Assist with programming and design of Application Programming Interface (API) for Integration of Oracle applications with existing systems and third-party tools.

Exhibit 1

Draft RFP Solicitation and Technical Requirements

Comprehensive Support Services for Applications and Integration Technologies utilized by the Guam Waterworks Authority, Guam Power Authority, Port Authority of Guam, and the Guam International Airport Authority.

Page 6

- Performance tuning and optimization of applications for scalability and efficiency.
- Testing, quality assurance, and deployment of developed solutions.
- Documentation of application architecture, design, and functionality.
- Training and knowledge transfer to GPWPAA staff as necessary.
- Implement requested application enhancements.

D) Managing Negotiation and Maximization of GPWPAA Software Application Licensing, Maintenance, and Support Agreements

The Offeror shall provide services to effectively manage the negotiation and maximization of software application licensing, maintenance, and support agreements owned or leased by the GPWPAA. The goal is to ensure cost-effective utilization of software assets while maintaining compliance with licensing agreements and optimizing support services to meet the organization's needs. The Offeror may act as a pass-through agent solely for the purpose of facilitating payment to software offerors on behalf of GPWPAA and billing GPWPAA for such payments. As a pass-through agent, the Offeror shall not be responsible for the content, quality, or performance of the software provided by the software offerors.

Examples of support could include but not be limited to:

- Reviewing and assessing existing software application licensing, maintenance, and support agreements.
- Negotiating favorable terms and conditions for new agreements and renewals to minimize costs and maximize benefits.
- Ensuring compliance with licensing agreements to prevent legal and financial risks.
- Optimizing support services to enhance system performance and user satisfaction.
- Conducting an inventory of all software applications owned or leased by GPWPAA.
- Assessing the terms and conditions of existing or new licensing, maintenance, and support agreements.
- Evaluating software offerors and service providers based on factors such as reputation, reliability, and cost-effectiveness.
- Identifying potential offerors for negotiation or renewal of agreements.
- Simplify and consolidate billing process & schedule.

E) Implementation of Software Applications Upgrade or Replacement

The Offeror shall conduct a comprehensive analysis of the current software applications and assess the need for either upgrading existing systems or implementing new software. This assessment should consider various factors such as system requirements, compatibility with existing infrastructure, and cost-effectiveness. Subsequently, the offeror will formulate a detailed plan for the upgrade or replacement application implementation process, outlining timelines, resource allocation, and project milestones.

Examples of services could include but not be limited to:

- Collaborate with key stakeholders to gather requirements and define customization priorities.
- Customize the software applications to align with specific business processes and requirements.

Exhibit 1

Draft RFP Solicitation and Technical Requirements

Comprehensive Support Services for Applications and Integration Technologies utilized by the Guam Waterworks Authority, Guam Power Authority, Port Authority of Guam, and the Guam International Airport Authority.

Page 7

- Configure system settings, workflows, and user interfaces to optimize functionality and usability.
- Implement tailored solutions that enhance productivity, efficiency, and user satisfaction.
- Perform a comprehensive assessment of existing data sources and structures.
- Develop a data migration strategy to ensure seamless transition of data from legacy systems to the new software.
- Cleanse and validate data to maintain accuracy and integrity throughout the migration process.
- Execute data migration tasks according to the established plan, minimizing downtime and disruption to business operations.
- Conduct post-migration validation to verify data integrity and completeness.
- Identify integration points and dependencies with other systems and applications within the organization.
- Develop integration solutions to facilitate seamless data exchange and interoperability.
- Implement APIs, web services, or middleware to enable communication between disparate systems.
- Test integration functionality to ensure reliability, security, and performance.
- Provide documentation and training on integration procedures for system administrators and end-users.
- Develop comprehensive test plans and test cases to validate the functionality and performance of the software applications.
- Conduct various types of testing, including unit testing, integration testing and system testing.
- Perform regression testing to identify and mitigate any issues introduced during the upgrade or implementation process.
- Document test results and track defects using a centralized issue tracking system.
- Collaborate with stakeholders to address any identified issues and ensure the software meets quality standards and user expectations.

The Offeror shall design a support model for the aforementioned services that offers maximum flexibility in terms of service levels and financial arrangements. In their proposal, the Offeror is encouraged to explore innovative approaches such as consolidating platforms, pooling subscription services, and other collaborative measures among the four organizations utilizing JD Edwards EnterpriseOne to achieve cost savings. Additionally, the Offeror shall consider the following factors and explore bundling services to optimize value for GPWPAA.

- Schedule work to be performed at a time mutually agreeable between GPWPAA and Offeror.
- The Offeror will follow GPWPAA standards, methodology, processes and generate the GPWPAA required support documentation (e.g. Design specs, etc.)
- Emergency maintenance to resolve operational issues and problems will be triaged by the Offeror and GPWPAA staff.
- Propose service level agreements for turnaround times for various activities, ensuring timely and efficient service delivery.

Exhibit 1

Draft RFP Solicitation and Technical Requirements

Comprehensive Support Services for Applications and Integration Technologies utilized by the Guam Waterworks Authority, Guam Power Authority, Port Authority of Guam, and the Guam International Airport Authority.

Page 8

For new functionality or services requested by GPWPAA, Offeror shall propose an agreement model that maximizes value such as pay-per performance, risk sharing, or value-based pricing, ensuring alignment with GPWPAA's objectives and delivering tangible benefits. Such new functionality or services will proceed upon written approval from the GPWPAA team.

QUALIFICATIONS

GPWPAA seeks an Offeror with excellent qualifications in support of GPWPAA systems based on the following:

Evaluation of Offeror Qualifications

This section evaluates the qualifications and capabilities of the Offeror in providing the services outlined in this RFP. Offerors are required to furnish detailed information regarding their organizational background, relevant experience, and expertise. This information will aid in assessing the suitability of the Offeror for the project. Additionally, Offerors must be members in good standing of the Oracle PartnerNetwork and possess a minimum of 7 years of experience delivering JD Edwards EnterpriseOne solutions. GPWPAA will evaluate the Offerors qualifications for the RFP Scope in the following areas:

- a. Understanding of Requirements
- b. Experience and Expertise
- c. Related Application Experience
- d. Team Experience
- e. Technical Approach
- f. Managing Software Application Licensing, Maintenance, and Support Agreements
- g. Experience and Expertise Service Level Agreements (SLA)
- h. Overall Proposal Quality
- i. Project Management

The Offeror's response should incorporate an organizational overview, limited to a maximum of five pages, offering insights into the organization's background. The bulk of this section should focus on the respondent's expertise in delivering comparable solutions in this RFP to analogous industries.

The following should be included within this section of the respondent's proposal:

Criteria	Description
Company Name	
Duration of Company Operation	Please specify the number of years the company has been in business.
Pending Buyouts, Mergers, or Acquisitions	Indicate whether there are any pending buyouts, mergers, or acquisition offers that could be disclosed at this time.
Company Ownership	Specify whether the company is publicly or privately owned.
Company Size and Organization	Briefly describe the size and organizational structure of the company.
Total Number of Employees	Specify the total number of employees within the company.
Number of Clients Served Using Comparable Solutions	State the number of clients served by the company.

Exhibit 1
 Draft RFP Solicitation and Technical Requirements
 Comprehensive Support Services for Applications and Integration Technologies utilized by the Guam Waterworks Authority, Guam Power Authority, Port Authority of Guam, and the Guam International Airport Authority.
 Page 9

The Offeror must present evidence of a successful track record in implementing and supporting Oracle JD Edwards EnterpriseOne (E1) through a series of project implementations, including integrations with other applications listed in this RFP. The relevant experience should pertain to projects completed within the past five (5) years from the date of this RFP.

Respond by including in APPENDIX 1 of your response with the following information:

Client Name	Industry	Years Servicing Client	ERP Support	Development Support	Integration Support	Notable Projects
Client A	Manufacturing, Retail, Healthcare	10 years	X	X	X	
Client B	Finance, Education, Hospitality	8 years		X	X	
Client C	Construction	12 years	X			

Client List and References

For every Company listed in the section above, respond by completing this matrix and including as APPENDIX 2 of your response:

Company Name	
Type of Business	
Size of Business (Revenue)	
Contact Name and Title	
Telephone Number	
Email Address	

Project Team

The proposal submission should outline the Offeror's proposed project organization and the qualifications of key personnel by including the following components:

Organizational Chart

The respondent must present a proposed organizational chart delineating all project functions, along with associated roles for both the respondent and the anticipated number of full-time employees for each function. A detailed description for each role, outlining the responsibilities of each personnel, should be provided.

The respondent is required to allocate all necessary personnel to successfully execute proposed project activities and must specify individuals for the key positions identified within the organizational chart.

Key Project Personnel Resumes

The respondent must include resumes for the key positions identified in the organizational chart requirement outlined above.

Key Project Personnel Information

Exhibit 1
 Draft RFP Solicitation and Technical Requirements
 Comprehensive Support Services for Applications and Integration Technologies utilized by the Guam Waterworks Authority, Guam Power Authority, Port Authority of Guam, and the Guam International Airport Authority.
 Page 10

The respondent is requested to complete this matrix and include as APPENDIX 3 of your response for every individual listed in the organizational chart:

Name	
Proposed Project Role	
Subcontractor (Yes or No)	
Prior experience in the proposed project role including the name of the company where this role was performed	
Other experience relevant to the proposed project role including the name of the company where this experience was obtained	

RFP EVALUATION CRITERIA

A team comprised of up to eight (8) members will be chosen by the GPWPAA to evaluate the proposals based on the above criteria. Each team member will rank each OFFEROR based on points received from the total points available. A final ranking will be determined by consolidating the team members' ranking.

Section	Title	Criteria	Maximum Points
1	Understanding of Requirements	<p>Clear understanding of the scope of work outlined in the RFP, including the specific applications and integration technologies listed.</p> <p>Detailed comprehension of the support and troubleshooting requirements for Oracle Cloud Infrastructure, JD Edwards CNC, and other third-party backend applications.</p> <p>Ability to propose tailored solutions and service models to meet GPWPAA's specific needs and objectives.</p>	10
2	Experience and Expertise	<p>Demonstrated experience and expertise in providing support and training services for Oracle Cloud Infrastructure, JD Edwards EnterpriseOne, and other integrated applications.</p> <p>Track record of successful client-side training and support engagements, particularly within the water, wastewater, power or similar industries.</p> <p>Expertise in application development, particularly in Oracle and third-party technologies relevant to GWA, GPA and PAG's operations.</p>	20

Exhibit 1

Draft RFP Solicitation and Technical Requirements

Comprehensive Support Services for Applications and Integration Technologies utilized by the Guam Waterworks Authority, Guam Power Authority, Port Authority of Guam, and the Guam International Airport Authority.

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3	Related Application Experience	Overall experience in reference to the related applications listed in the scope of work.	10
4	Team Experience	Relevant experience, expertise, and roles of team members supporting the defined scope of work and how their individual qualifications contribute to the successful execution of the GPWPAA objectives.	10
5	Technical Approach	Robust support model proposed for managing Oracle Cloud servers, ensuring high availability, performance, security, and cost-effectiveness. Comprehensive approach to application functional support, including strategies for error resolution, performance optimization, and user satisfaction enhancement. Innovative approaches to application development support, such as requirement analysis, customization, API integration, and quality assurance.	10
6	Managing Software Application Licensing, Maintenance, and Support Agreements Experience and Expertise	Experience, ability and relevant partnerships as an agent for managing software application licensing, maintenance, and support agreements, ensuring cost-effectiveness and compliance.	10
7	Service Level Agreements (SLA)	Proposed SLAs for turnaround times, incident resolution, and service delivery aligned with GPWPAA's requirements. Flexibility in scheduling work and accommodating emergency maintenance activities in collaboration with GPWPAA. Ability to adhere to GPWPAA standards, methodologies, and processes while generating required support documentation.	10
8	Overall Proposal Quality	Clarity, completeness, and professionalism of the proposal submitted, including adherence to RFP guidelines and formatting requirements. Coherence and alignment of proposed solutions with GPWPAA's objectives, mission, and operational requirements.	10
9	Project Management	Clearly describe a comprehensive overview of project management and methods use to effectively plan, execute, monitor, and control projects to achieve its objectives within the defined scope, timeline, dependencies and budget constraints.	10
		TOTAL	100
** MINIMUM RATING REQUIRED TO QUALIFY IS 75 POINTS.			



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution Nos.

GPA RESOLUTION NO.: FY2024-21

GWA RESOLUTION NO.: 21-FY2024

Relative to Authorizing the Management of the Guam Power Authority and the Guam Waterworks Authority to Award the Contract for Merchant Banking Services and to Petition the Guam Public Utilities Commission for Approval

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

Both GPA and GWA determined that merchant banking services is a critical service to its ratepayers. This request is to award the merchant banking services to Bank of Hawaii, determined to be the lowest, most responsive and responsible bidder. The vendor has proposed to provide all implementation support at no extra cost to both utilities in addition to maintaining consistent pricing throughout the duration of the contract.

Where is the location?

Guam Power Authority and Guam Waterworks Authority

How much will it cost?

The annual cost varies with the volume of customer usage and projects such cost to be approximately \$2.2 million per year and \$11 million for five years for GPA and \$1 million per year and \$5 million for five years for GWA.

When will it be completed?

The contract consists of a base year and four additional one-year options.

What is its funding source?

The source is revenue funds.

The RFP/BID responses:

GPA and GWA personnel were selected to review and evaluate two bids received in response to the Merchant Banking Services Invitation for Bid (RE-BID GPA-076-23).



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

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GPA RESOLUTION NO.: FY2024-21
GWA RESOLUTION NO.: 21-FY2024

**RELATIVE TO AUTHORIZING THE MANAGEMENT OF
GUAM POWER AUTHORITY AND GUAM WATERWORKS AUTHORITY
TO AWARD THE CONTRACT FOR MERCHANT BANKING SERVICES AND TO
PETITION THE GUAM PUBLIC UTILITIES COMMISSION FOR APPROVAL**

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

WHEREAS the Guam Power Authority and the Guam Waterworks Authority are Guam Public Corporations established and existing under the laws of Guam; and

WHEREAS, the Guam Power Authority (“GPA”) and the Guam Waterworks Authority (“GWA”) were authorized by the Consolidated Commission on Utilities (“CCU”) to issue an Invitation for Bid (IFB) for Merchant Banking Services for a one-year contract with the option to extend for four one-year periods in April 2023; and

WHEREAS, GPA and GWA personnel were selected to review and evaluate two bids received in response to the IFB; and

WHEREAS, the evaluation committee has completed its review and has determined that the proposal from Bank of Hawaii is the lowest, most responsive and responsible bidder; and

WHEREAS, the Bank of Hawaii has proposed to provide all implementation support at no extra cost to both utilities in addition to maintaining consistent pricing throughout the duration of the contract; and

//

1 **WHEREAS**, the Public Utility Commission’s (“PUC”) contract review protocol requires
2 PUC authorizations for all contracts in excess of \$1.5 million for GPA and \$1 million for GWA;
3 and
4

5 **WHEREAS**, the GPA and GWA General Managers now recommends the approval to
6 award for a one-year contract for Merchant Banking Services with the option to extend for four
7 one-year periods; and
8

9 **WHEREAS**, the annual cost varies with the volume of customer usage and projects such
10 cost to be approximately \$2.2 million per year and \$11 million for five years for GPA and \$1
11 million per year and \$5 million for five years for GWA; and
12

13 **NOW, THEREFORE BE IT RESOLVED**, by the Consolidated Commission on
14 Utilities, subject to the review and approval of the Public Utilities Commission, does hereby
15 approve and authorize the following:
16

- 17 1. The General Managers of the Guam Power Authority and Guam Waterworks Authority
18 are hereby authorized to award the Merchant Banking Services contract to Bank of Hawaii
19 at a cost of approximately \$2.2 million per year and \$11 million for five years for GPA
20 and \$1 million per year and \$5 million for GWA for the five-year contract period
21 consisting of a base year and four additional one-year options. Annual cost varies with the
22 volume of customer usage. The offer includes options for renewal that can be exercised
23 at a later date.
24
- 25 2. The CCU further authorizes the management of GPA and GWA to petition for the PUC’s
26 approval as required by the contract review protocol.
27
28

29 **RESOLVED**, that the Chairman of the Commission certifies and he Secretary of the
30 Commission attests the adoption of this Resolution.
31

32 **DULY AND REGULARLY ADOPTED**, this 28th day of May, 2024.
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Certified by:

Attested by:

JOSEPH T. DUENAS

PEDRO ROY MARTINEZ

Chairperson

Secretary

Consolidated Commission on Utilities

Consolidated Commission on Utilities

SECRETARY’S CERTIFICATE

I, **Pedro Roy Martinez**, Secretary of the Consolidated Commission on Utilities (CCU), 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 CCU, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

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GUAM WATERWORKS AUTHORITY

"Better Water, Better Lives."

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

Tel: (671) 300-6846/7

Issues for Decision

Resolution No. 22-FY2024 (GWA)

Relative To Authorization to Establish a New Bank Account with the Bank of Hawaii to Deposit In Person Debit and Credit Card Payments received from GWA Customers

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

The objective of this resolution is to authorize the Guam Waterworks Authority (GWA) to establish a new bank account with the Bank of Hawaii specifically for the purpose of depositing funds paid in person by rate payers through the Bank of Hawaii Merchant Services Agreement. Bank of Hawaii will be the merchant services vendor for GWA beginning in May 2024. Having a separate bank account for the deposit of customer payments made in person using a debit or credit card at the drive.

Where is the location?

Payments will be made at GPWA locations, namely, Fadian, Julale and Upper Tumon.

How much will it cost?

Bank fees are estimated to be less than \$100 a month. Fee schedule attached (Attachment A).

When will it be completed?

Once the resolution is approved, GWA will work with Bank of Hawaii to establish the new bank account.

What is the funding source?

The bank fees will be paid using GWA revenues.

The RFP/BID responses (if applicable):

The Bank of Hawaii won the bid for Merchant Banking Services.



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. 22-FY2024

**RELATIVE TO AUTHORIZATION TO ESTABLISH A NEW BANK ACCOUNT WITH
THE BANK OF HAWAII TO DEPOSIT IN PERSON DEBIT AND CREDIT CARD
PAYMENTS RECEIVED FROM GWA CUSTOMERS**

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

WHEREAS, the Guam Power Authority issued Invitation for Bid GPA 076-23 *Merchant Banking Services* for the Guam Power Authority, Guam Solid Waste Authority, and the Guam Waterworks Authority; and

WHEREAS, Bank of Hawaii was the winning bidder and GPWA has submitted a joint resolution (GPA Resolution FY2024-21, GWA Resolution 21-FY2024) to approve a new Merchant Services Contract and petition the PUC as required by the contract review protocol; and

WHEREAS, GWA management is requesting authorization to open a new Bank of Hawaii bank account to deposit in person credit and debit card payments from customers to facilitate the timely reconciliation of these funds.

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.

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2. The CCU hereby authorizes the management of GWA to open a new bank account at the Bank of Hawaii specifically for the purpose of depositing funds paid by customers in person by debit or credit card.

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 2024.

Certified by:

Attested by:

JOSEPH T. DUENAS

PEDRO ROY MARTINEZ

Chairperson

Secretary

SECRETARY’S CERTIFICATE

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: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

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ATTACHMENT A



FEE SCHEDULE SUPPLEMENT FOR ANALYZED ACCOUNTS

This fee schedule supplements the Business Checking and Savings Account Fee Schedule and is part of your Bank of Hawaii Business Deposit Account Agreement. Please review and keep for future reference.

TYPE OF SERVICE PROVIDED	PRICE	TYPE OF SERVICE PROVIDED	PRICE
Account Maintenance	\$ 12.50/month	Other Miscellaneous Fees (continued)	
Checks Paid	\$ 0.10/Check	Duplicate statement fee	\$ 10.00/statement
Deposit Services		Cashier's Check	\$ 12.00/Check
Customer Deposit Received	\$ 0.90/deposit	Bank assistance and research	\$ 17.50 per half hour or any fraction thereof
Envelope Processing	\$ 1.50/envelope	Verification of Deposit/Audit Confirmation	\$ 15.00 per account, per request
Checks Deposited		Non-Sufficient Funds Item Returned/Returned Item Fee:	\$ 30.00/each
Over the Counter:		Non-Sufficient Funds Item Paid/Overdraft Item Fee:	\$ 30.00/each
Checks Deposited – On Bankoh	\$ 0.04/Check	<i>For more information on Overdraft fee limits, see the Bank of Hawaii Business Deposit Account Agreement.</i>	
Checks Deposited – Local Banks	\$ 0.06/Check	Excessive Savings Transactions Fee:	\$ 10.00 per transfer
Checks Deposited – Other Banks	\$ 0.07/Check	<i>Fee charged for every transfer or withdrawal exceeding the monthly cycle limit of six (6) Savings Account withdrawals or transfers by online and mobile banking, automatic bill payments, telephone or other electronic transmissions, pre-authorized transfers, overdraft protection programs or similar orders made by you remotely and payable to third parties.</i>	
Cash Handling Services		Analysis Statement	
Cash Deposited	\$ 0.008/\$10.00	Online Statement	None
Coin/Currency Ordered	\$ 0.001/\$1.00	Paper Statement (for each Account including each relationship level)	\$ 5.00/each per statement
Loose Coin Deposit Service	\$ 0.16/roll	Invoiced Settlement Processing	\$ 10.00/invoice
Rolled Coin Orders	\$ 0.08/roll	Settlement Period	
Funds Transfer Services		Monthly settlement	None
Outgoing Wire Transfers: Wire – No Notification (Fee does not apply to wires sent through Bankoh Business Connections)	\$ 30.00/wire	Multiple Period Settlement Fee	\$ 15.00/month
Incoming Wires ¹	\$ 13.00/wire	Analysis Statement Transmission Fee	\$ 25.00
Incoming/Outgoing Wire Notification		Night Deposit Bags – Large/Medium/Standard	\$ Varies (Call for pricing)
Wire – Email Notification	\$ 2.00/advice	Supply – Currency Straps Purchased	\$ Call for pricing
Wire – Fax Notification	\$ 2.00/advice	Supply – Coin Wrappers Purchased	\$ Call for pricing
Advice by Telephone	\$ 10.00/advice		
Advice by Email Set-up	\$ 25.00/each		
Advice by Fax Set-up	\$ 25.00/each		
Wire tracer/cancellation	\$ 25.00/each		
ACH Transactions Received: ACH Debit/ACH Credit	\$ 0.03/each		
For Outgoing International Wires (USD and Foreign Currency), ask us for details.			
Other Miscellaneous Fees			
Stop payment charge (Check/EFT)	\$ 30.00/item		
Post-dated Check notification	\$ 30.00/item		
Account inquiry	None		
Faxed statement	\$ 6.00/each		
Additional (irregular) checking statement	\$ 4.00 per statement received each month		

TYPE OF SERVICE PROVIDED	PRICE
Clean Collections (Incoming and Outgoing)	
a. For checking and savings withdrawals, Checks, clean drafts and promissory notes	0.25% of collection amount; minimum \$30; maximum \$150 per Item
b. Clean Collections – Unpaid Items Returned	\$ 25.00 plus postage
Balance Fees	
Interest on Funds Advanced (Overdraft Interest)	Bankoh Base Rate + 3% on Monthly Average Negative Collected Balance
Deposit Administration Fee	Varies Periodically. Ask for current information

Explanation of footnotes:

¹ Also known as "Incoming Wire Transfers: Wire – No Notification"

Cash Management Products and Services

Cash Management Products and Services are invoiced through Account Analysis and are priced separately. Please contact your Relationship Officer or **Bank of Hawaii's** Cash Management Department for more information.

Please note:

The products and services listed in this fee schedule may not be available to all customers or applicable in all areas that Bank of Hawaii serves. Please consult your branch about availability of products and services.

Not all products and services listed in this fee schedule may be offset by Earnings Credit.



GUAM WATERWORKS AUTHORITY

"Better Water, Better Lives."

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

Tel: (671) 300-6846/7

Issues for Decision

Resolution No. 23-FY2024

Relative to Approval of the Year 4 & 5 Task Orders of the Water Loss Control Professional Services Contract

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

The Water Loss Control Program's objective is to work toward the implementation of District Metered Areas (DMA's), provide ongoing leak detection, and monitor water loss. It is necessary to continue working towards reducing non-revenue water loss within all villages and thus improve service delivery where it is below standard.

Where is the location?

Island-wide

How much will it cost?

The Year 4 proposed task order amount is \$401,724.00.

The Year 5 proposed task order amount is \$441,896.40.

When will it be completed?

Year 4 Task Order: July 2025

Year 5 Task Order: July 2026

What is the funding source?

GWA Operations and Maintenance Budget and Internally Funded CIP

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

GWA RESOLUTION NO. 23-FY2024

RELATIVE TO APPROVAL OF THE YEAR 4 & 5 TASK ORDERS OF THE WATER LOSS CONTROL PROFESSIONAL SERVICES 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 currently has a number of critical projects as part of GWA’s Capital Improvement Plan, including the Water Loss Control Program, that investigates and analyzes our system’s infrastructure, identifies old and persistently leaking waterlines island-wide, and coordinates the development of district metered areas (DMA’s) in order to manage non-revenue water loss; and

WHEREAS, under the General Manager’s Authority, GWA entered into contract with E Source, formerly known as “Water Systems Optimization, Inc.” (WSO), on July 8th, 2021, for a contract term of three (3) years with two (2) additional one (1) year terms subject to the consent of both parties, in the amount of Four Hundred and Two Thousand Seven Hundred and Seventy-Four Dollars (\$402,774.00) (Exhibit A- Agreement); and

WHEREAS, GWA extended E Source’s services for the Water Loss Control Program- Island-wide Development & District Metered Area Implementation Plan in a Year 2 Task Order on August 26th, 2022, which increased the contract by Three Hundred Eighty-Two Thousand Six Hundred and Eighty-Nine Dollars (\$382,689.00) (See Exhibit B- Task Order No. 2); and

//

1 **WHEREAS**, GWA further extended E Source’s services for the Water Loss Control
2 Program- Island-wide Development & District Metered Area Implementation Plan in a Year 3
3 Task Order on July 25th, 2023, which increased the contract by Four Hundred Twenty-Two
4 Thousand Six Hundred and Eighty-Nine Dollars (\$422,289.00) (See Exhibit C- Task Order No.
5 3); and

6
7 **WHEREAS**, GWA intends to exercise the two (2) additional one-year terms (Year 4 and
8 Year 5) and continue the Water Loss Control Program as part of GWA’s efforts to reduce non-
9 revenue water and make improvements to the system where service delivery has been below
10 standard; and

11
12 **WHEREAS**, GWA Management is seeking approval to increase the authorized funding
13 by Four Hundred One Thousand Seven Hundred Twenty-Four Dollars (\$401,724.00) for the
14 execution of a Year 4 Task Order (Exhibit D – Task Order Proposal Year Four) and an additional
15 Four Hundred Forty-One Thousand Eight Hundred Ninety-Six Dollars and Forty Cents
16 (\$441,896.40) for the execution of the anticipated Year 5 Task Order; and

17
18 **WHEREAS**, the funding source for the project will be from GWA Operations and
19 Maintenance (O&M) budget and Internally Funded CIP;

20
21 **WHEREAS**, GWA management further seeks CCU approval to petition the PUC for the
22 approval of amending the contract for the Water Loss Control Program with the Year 4 & 5 Task
23 Order as indicated above.

24
25 **NOW BE IT THEREFORE RESOLVED**, the Consolidated Commission on Utilities
26 does hereby approve the following:

- 27 1. The recitals set forth above hereby constitute the findings of the CCU.
28 2. The CCU hereby approves the funding of Four Hundred One Thousand Seven
29 Hundred Twenty-Four Dollars (\$401,724.00) plus an additional Four Hundred
30 Forty-One Thousand Eight Hundred Ninety-Six Dollars and Forty Cents
31 (\$441,896.40) (Exhibit D) to bring the total authorized funding to Two

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Million Fifty-One Thousand Three Hundred Seventy-Two Dollars and Forty Cents (\$2,051,372.40) to enable the execution of the Year 4 & 5 Task Orders.

- 3. The CCU hereby authorizes management of GWA to pursue PUC approval for a contract exceeding One Million Dollars (\$1,000,000) that will have amendment(s) funded by GWA Operations and Maintenance Budget and Internally Funded CIP Budget, as may be required under the PUC’s Contract Review Protocol.

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 2024.

Certified by:

Attested by:

JOSEPH T. DUENAS

PEDRO ROY MARTINEZ

Chairperson

Secretary

SECRETARY’S CERTIFICATE

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: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

EXHIBIT A

AGREEMENT
BETWEEN OWNER AND PROGRAM MANAGER

THIS IS AN AGREEMENT effective as of _____ “Effective Date” between
Guam Waterworks Authority (“Owner”) and
Water Systems Optimization, Inc (“Program Manager”).

Owner has begun a program of **Professional Utility Consulting Services for Water Loss Control** (“Program”). Owner hereby engages Program Manager to assist Owner with the management of the Program as set forth in this Agreement. This Agreement sets forth the general terms and conditions that shall govern the relationships and performance of Owner and Program Manager with respect to the Program.

Owner and Program Manager agree as follows:

ARTICLE 1 – SERVICES OF PROGRAM MANAGER

1.01 *Scope*

- A. The Basic Services to be provided by Program Manager include those services set forth in Exhibit A “Program Manager’s Services.”
- B. If Owner authorizes Program Manager to do so, then Program Manager shall provide specific additional services within the scope set forth in Exhibit A, paragraph A.1.02. Owner’s authorization of any such Additional Services shall be given in a Task Order, which shall include the tasks to be performed and the deliverables to be provided. A sample Task Order form is included for reference as Appendix 1 to Exhibit A.
- C. If Owner and Program Manager mutually agree, Program Manager shall provide other further services related to the Program. Any such mutual agreement shall be set forth in a written amendment to this Agreement, which shall specify the scope of services to be provided, the compensation to be paid, the time for performance, and any other terms applicable.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall:
 - 1. Pay Program Manager as set forth in Exhibit C.
 - 2. As identified and requested by the Program Manager, provide Program Manager with all criteria and full information as to Owner’s requirements for the Program and for each Specific Project, including management and financial objectives and constraints, performance requirements, program flexibility, expandability, and any budgetary limitations; furnish copies of all regulatory requirements, indenture covenants and other standards which Owner will require to be met; and furnish

copies of any standard contract forms, conditions, and related documents applicable to the Program.

3. As identified and requested by the Program Manager, furnish to Program Manager any other relevant information in Owner's possession, including studies, financial data, analyses, operating results, financial reports, and data relative to previous financings and capital improvement programs.
4. Arrange for safe access to and make all provisions for Program Manager to enter upon public and private property as required for Program Manager to perform services.
5. Provide reasonable assistance to Program Manager in securing the release of documents and information held by private entities and by public agencies and like bodies as needed in the course of the Program.
6. Review all proposals, alternate solutions, studies, reports, financial models, and other documents presented by Program Manager (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
7. Advise Program Manager of the identity and scope of services of any independent consultants, contractors, or engineers employed by Owner to perform or furnish services in regard to the Program or a Specific Project, including, but not limited to, cost of service studies, project or program enhancement studies, demand forecasting, and alternative financing studies, and define and set forth the duties, responsibilities, and limitations of authority of such other parties and the relation thereof to the duties, responsibilities, and authority of Program Manager.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Program Manager shall begin rendering services as of the Effective Date of the Agreement.

3.02 Time for Completion

- A. The general schedule of Owner's Program is as set forth in Exhibit A. Program Manager shall submit to Owner, for its approval, a schedule stating the times for performing services or providing deliverables. If no time is so stated for a particular task, or set forth in a Task Order, then Program Manager will perform services and provide deliverables within a reasonable time.
- B. If, through no fault of Program Manager, such periods of time or dates are changed, or the orderly and continuous progress of Program Manager's services is impaired, or Program Manager's services are delayed or suspended, then the time for completion of Program Manager's services, and the rates and amounts of Program Manager's compensation, shall be adjusted equitably.

- C. If Owner authorizes changes in the scope, extent, or character of the Program, then the time for completion of Program Manager's services, and the rates and amounts of Program Manager's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Program Manager's performance of its services.
- E. If Program Manager fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Program Manager shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Program Manager shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Program Manager and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Program Manager for services and expenses within 30 days after receipt of Program Manager's invoice, then:
 - 1. amounts due Program Manager will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Program Manager may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Program Manager for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Program Manager's services or compensation under this Agreement, then the Program Manager may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Program Manager is entitled under the terms of Exhibit C.

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 *Standards of Performance*

- A. The standard of care for all professional services performed or furnished by Program Manager under this Agreement will be the care and skill ordinarily used by members of the subject profession providing similar services under similar circumstances. Program Manager and the Program Subcontractors shall comply with applicable professional licensing requirements. Program Manager makes no warranties, express or implied, under this Agreement or otherwise, in connection with Program Manager's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Program Manager's services. Program Manager shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Program Manager may employ such Program Subcontractors as Program Manager deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner. Program Manager shall be responsible to Owner for the acts and omissions of any such Program Subcontractors in performing or furnishing services under this Agreement.
- D. Program Manager and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards. This Agreement is based on such requirements as of the Agreement's Effective Date. Changes to these requirements after the Effective Date may be the basis for modifications to Owner's responsibilities or to Program Manager's scope of services, times of performance, and compensation.
- E. Owner shall be responsible for, and Program Manager may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Program Manager pursuant to this Agreement. Program Manager may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. If Program Manager provides services during the performance of a Specific Project by Owner's contractor, Program Manager shall not supervise, direct, or have control over a Contractor's work, nor shall Program Manager have authority over or responsibility for the means, methods, techniques, sequences, or procedures of performance selected or used by a Contractor, for safety precautions and programs incident to a Contractor's work in progress, or for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing the work.
- G. Program Manager neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the Contract Documents.
- H. Program Manager shall not be responsible for the acts or omissions of any Contractor, or of any of a Contractor's subcontractors, suppliers, agents, or employees or any other persons on such Project (except Program Manager's own employees and the Program

Subcontractors) or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner to a Contractor without consultation and advice of Program Manager.

5.02 *Authorized Project Representatives*

- A. Program Manager and Owner shall designate in writing specific individuals to act as Program Manager's and Owner's representatives with respect to the various services to be performed or furnished by Program Manager and the responsibilities of Owner. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to specified services on behalf of each respective party.

5.03 *Use of Documents*

- A. Only when specified and mutually agreed in a Task Order by both Owner and Program Manager, Documents prepared under such Task Order are instruments of service in respect to this Program, and Program Manager shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Program Manager) whether or not the Program or the Specific Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Program Manager or one of its Program Subcontractors.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. For all Documents subject to the provisions of Paragraph A in this section, Owner may make and retain copies of Documents for information and reference in connection with use on the Program or a Specific Project by Owner. Program Manager grants Owner a license to use the Documents for the specific purpose or on the Specific Project for which the Documents are intended, extensions of the Specific Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use, on the Specific Project or otherwise, unless

completed by Program Manager, or for use or reuse by Owner or others on extensions of the Specific Project or on any other project without written verification or adaptation by Program Manager; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Program Manager, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Program Manager or to Program Subcontractors; (3) Owner shall indemnify and hold harmless Program Manager and the Program Manager Subcontractors from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Program Manager; (4) such limited license to Owner shall not create any rights in third parties.

- F. If Program Manager at Owner's request verifies or adapts the Documents for extensions of a Specific Project or for any other project, then Owner shall compensate Program Manager at rates or in an amount to be agreed upon by Owner and Program Manager.

5.04 *Insurance*

- A. Program Manager shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall be listed as an additional insured on any general liability or property insurance policies under Exhibit G.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Program Manager and all Program Subcontractors to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Program or a Specific Project.
- C. Owner shall require Contractors to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause Program Manager and all Program Subcontractors to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for a Specific Project.
- D. Owner and Program Manager shall each deliver to the other certificates of insurance verifying the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Program Manager's services and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to the Program or a Specific Project shall contain provisions to the effect that Program Manager's and the Program Subcontractors' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, Owner may request that Program Manager or its Program Subcontractors, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Program Manager shall obtain and shall require the Program Subcontractors to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be amended to incorporate these requirements.

5.05 *Suspension and Termination*

A. *Suspension.*

1. By Owner: Owner may suspend the Program or a Specific Project upon seven days written notice to Program Manager.
2. By Program Manager: If Program Manager's services are substantially delayed through no fault of Program Manager, Program Manager may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Program Manager:
 - (a) upon seven days written notice if Owner demands that Program Manager furnish or perform services contrary to Program Manager's responsibilities as a licensed professional; or
 - (b) upon seven days written notice if the Program Manager's services for the Program are delayed or suspended for more than 90 days for reasons beyond Program Manager's control.
 - (c) Program Manager shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 5.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner only, effective upon Program Manager's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 5.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Program Manager to demobilize personnel and equipment from all Projects, to complete

tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Program and Specific Project materials in orderly files.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 5.06, Program Manager will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of paragraph 5.04.E.
2. In the event of termination by Owner for convenience or by Program Manager for cause, Program Manager, in addition to invoicing for those items identified in paragraph 5.06.D.1, shall be entitled to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Program Subcontractors, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

5.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or territory in which the principal office of the Owner is located, unless the law of the state where the subject services are being performed requires that the law of that state be applied.

5.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Program Manager each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Program Manager (and to the extent permitted by paragraph 5.08.B the assigns of Owner and Program Manager) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Program Manager may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Program Manager to any Contractor, Contractor's

subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Program Manager and not for the benefit of any other party. The Owner agrees that the substance of the provisions of this paragraph 5.08.C shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

5.08 *Dispute Resolution*

- A. Owner and Program Manager agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under paragraph 5.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

5.09 *Indemnification and Mutual Waiver*

- A. *Indemnification by Program Manager.* To the fullest extent permitted by law, Program Manager shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Program, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Program Manager or Program Manager's officers, directors, partners, employees, or Program Subcontractors.
- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Program Manager, Program Manager's officers, directors, partners, agents, employees, and Program Subcontractors from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Program, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Program.
- C. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for

any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Program Manager, and all other negligent entities and individuals.

- D. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Program Manager waive against each other, and the other's employees, officers, directors, agents, insurers, partners, subcontractors, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Program.

5.10 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Program Manager, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement and relating to a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion of the Specific Project under which the claim arises.

5.11 *Survival*

- A. All express representations, indemnifications, limitations of liability, and other obligations included in this Agreement will survive its completion or termination for any reason.

5.12 *Severability*

- A. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Program Manager, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable

provision that comes as close as possible to expressing the intention of the stricken provision.

5.13 *Waiver*

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.14 *Headings*

- A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 6 – DEFINITIONS

6.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) and printed with initial capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:
 - 1. *Additional Services* – Services which are not included in Basic Services to be performed for or furnished to Owner by Program Manager.
 - 2. *Agreement* – This “Model Form of Agreement between Owner and Program Manager,” including those Exhibits listed in Article 7.
 - 3. *Basic Services* – Specified services to be performed for or furnished to Owner by Program Manager in accordance with this Agreement.
 - 4. *Contract* – The entire and integrated written agreement between Owner and a Contractor concerning a Specific Project under the Program.
 - 5. *Contract Documents* – Documents that establish the rights and obligations of Owner and Contractor under a Contract for a Specific Project and include the agreement between Owner and Contractor, addenda (which pertain to the Contract Documents), a contractor’s bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the agreement, the notice to proceed, the bonds, appropriate certifications, the general conditions, the supplementary conditions, the specifications and the scope of work as the same are more specifically identified in the agreement, together with all written amendments, change orders, work change directives, and Program Manager’s written interpretations and clarifications issued on or after the effective date of the agreement.
 - 6. *Contractor* – An individual or entity with whom Owner enters into a Contract for a Specific Project.

7. *Documents* – Data, reports, analyses, specifications, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Program Manager to Owner pursuant to this Agreement.
8. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
9. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
10. *Program Subcontractors* – Individuals or entities having a contract with Program Manager to furnish services, materials, or equipment with respect to the Program or a Specific Project as Program Manager’s independent professional associates, consultants, subcontractors, suppliers, or vendors.
11. *Reimbursable Expenses* – The expenses incurred directly by Program Manager in connection with the performing or furnishing of Basic and Additional Services for the Specific Project.
12. *Site* – Lands or areas subject to investigation, use, improvement, or development under the Program; including but not limited to specific locations at which construction is to occur; and including any lands indicated in any Contract Documents for a Specific Project as being furnished by Owner upon which construction is to be performed; rights-of-way and easements for access to construction locations; and such other lands or facilities furnished by Owner which are designated for the use of Program Manager or a Contractor.
13. *Specific Project* – A project carried out under the Program.
14. *Task Order* – A document issued by Owner, including amendments if any, stating the scope of services, times for performance of services, and other relevant information for specified Additional Services to be provided by Program Manager.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.01 *Exhibits*

Included? (Yes or No)	Exhibit Letter	Exhibit Title	No. of Pages
	A	Program Manager’s Services	
	Appendix 1 to Exhibit A	Task Order	
	B	[Reserved]	
	C	[DELETED]	
	D	[Reserved]	

	E	[Reserved]	
	F	[Reserved]	
	G	Insurance	
	H	Dispute Resolution	
	I	[Reserved]	
	J	[DELETED]	
	K	[DELETED]	

7.02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to __ inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Program Manager and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

The Effective Date of this Agreement is July 8, 2021

Owner: Guam Waterworks Authority

Program Manager: Water Systems Optimization, Inc.

By: MIGUEL C. BORDALLO, P.E.

By: Reinhard Sturm

Title: General Manager

Title: CEO and President

Date Signed: 7.8.2021

Date Signed: [Signature]

Professional License or Firm's Certificate No. (if required by state law):
Type text here

State of: _____

Address for giving notices:

Address for giving notices:

Gloria B. Nelson Public Service Building

1410 Donelson Pike, A1

688 Route 15

Nashville, TN 37217

Mangilao, Guam 96913

Designated Representative:

Designated Representative:

Reinhard Sturm

Title: _____

Title: CEO & President

Phone Number: _____

Phone Number: 786 877 5752

Facsimile Number: _____

Facsimile Number: _____

E-Mail Address: _____

E-Mail Address: reinhard.sturm@wso.us

//

//

CERTIFIED FUNDS AVAILABLE:

APPROVED AS TO FORM:

By: 

By: 

JMC JALING M. TAITANO, CPA, CGFM, CGMA
GWA Chief Financial Officer

KELLY O. CLARK
GWA General Counsel

Date: _____

Date: 7/1/21

Contract Amount: \$ 402,774.00

Amount Certified: \$ 402,774.00

Funding Source: Internally Funded CIP

This is **EXHIBIT A**, consisting of ____ pages, referred to in and part of the **Agreement between Owner and Program Manager** dated _____, _____.

Program Manager's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Program Manager shall provide Basic and Additional Services as set forth in the Scope of Work.

This is Task Order No. ____,
 consisting of ____
 pages.

Task Order

	Preston Project Director Hours (\$229/hr)	Reinhard Sturm Project Advisor Hours (\$229/hr)	Project Manager Hours (\$67/hr)	Kris Williams NRW Specialist Hours (\$75/hr)	Local Field Technician Hours (\$33/hr)	Budget Year 1	Budget Year 2	Budget Year 3
Task A - Review existing water loss control m	8	8	80	20	20	\$11,184		
Task B: Review existing analytical studies relat	8	8	20	20	0	\$6,504		
Task C: Review CIP projects for impact on wa	8	8	40	10	0	\$7,094		
Task D: Review water audit data	8	8	10	40	0	\$7,334	\$7,334	\$7,334
Task E: Financial/Analytical model developme	8	8	16	16	0	\$5,936		
Task F: Develop Water Loss control implemer	8	8	80	10	0	\$9,774		
TOTAL PROPOSED BUDGET PER YEAR						\$47,826	\$7,334	\$7,334
TOTAL HOURS PER YEAR	48	48	246	116	20	478	66	66

	Steven Preston Project Director Hours (\$229/hr)	Reinhard Sturm Project Advisor Hours (\$229/hr)	Peter Jinks Project Manager Hours (\$67/hr)	Kris Williams NRW Specialist Hours (\$75/hr)	Local Field Technician Hours (\$33/hr)	Budget Year 1
Task A - Review existing water loss control measures	0	0	0	0	0	\$0
Task B: Review existing analytical studies related to water loss con	0	0	0	0	0	\$0
Task C: Review CIP projects for impact on water losses	0	0	0	0	0	\$0
Task D: Review water audit data	0	0	0	0	0	\$0
Task E: Financial/Analytical model development	0	0	0	0	0	\$0
Task F: Develop Water Loss control implementation strategy	0	0	0	0	0	\$0
Task G: Water loss control program management services	240	140	1600	40	1820	\$257,280
Annual Expenses - Accommodation, Travel, Transportation, Office						\$63,000
Annual Expenses - nrwmanager (web-based holistic Non-Revenue Water (NRW) and Water Network management application)						\$20,000
TOTAL PROPOSED BUDGET PER YEAR						\$340,280
TOTAL HOURS PER YEAR	240	140	1600	40	1820	3840

This is **EXHIBIT G**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Program Manager** dated _____, _____.
Insurance

Insurance

Paragraph 5.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G5.05 Insurance

The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. **Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:**

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	\$ <u>2,000,000</u>
Bodily injury by disease, aggregate	\$ <u>4,000,000</u>
Employer's Liability:	
Bodily injury, each accident	\$ <u>2,000,000</u>
Bodily injury by disease, each employee	\$ <u>2,000,000</u>
Bodily injury/disease aggregate	\$ <u>4,000,000</u>
For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$ <u>N/A</u>
Foreign voluntary worker compensation	<u>Statutory</u>

2. **Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:**

General Aggregate	\$ <u>4,000,000</u>
-------------------	---------------------

Products - Completed Operations Aggregate	\$ <u>4,000,000</u>
Personal and Advertising Injury	\$ <u>2,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>2,000,000</u>

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person	\$ <u>1,000,000</u>
Each accident	\$ <u>2,000,000</u>

Property Damage:

Each accident	\$ <u>1,000,000</u>
---------------	---------------------

[or]

Combined Single Limit of	\$ <u>2,000,000</u>
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4. Excess or Umbrella Liability:

Per Occurrence	\$ <u>2,000,000</u>
General Aggregate	\$ <u>4,000,000</u>

5. Contractor's Pollution Liability:

Each Occurrence	\$ <u>2,000,000</u>
General Aggregate	\$ <u>2,000,000</u>

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: [

7. Contractor's Professional Liability:

Each Claim	\$ <u>2,000,000</u>
Annual Aggregate	\$ <u>4,000,000</u>

SC-6.05 Property Insurance

SC-6.05. Add the following to the list of requirements in Paragraph 6.05.A, as a numbered item:

- 13. be subject to a deductible amount of no more than \$10 ,000 for direct physical loss in any one occurrence.**

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Program Manager** dated _____, _____.

Dispute Resolution

Paragraph 5.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

H.5.08 Dispute Resolution

- A. In the event a claim or controversy is not resolved by mutual agreement, the GWA General Manager shall, after written request by the Contractor for a final decision, promptly issue a written decision. A copy of the decision shall be immediately transmitted to the Contractor by a method that provides evidence of receipt.
- B. All claims or controversies that remain unresolved after a final decision by the GWA General Manager shall be submitted to mediation in accordance with the rules of the American Arbitration Association, or other dispute resolution rules accredited on Guam. This agreement to mediate is authorized under 5 GCA §5427 (b) and 2 GAR §9103 (a)(1). The parties shall each pay one-half of the mediation expenses.
- C. In the event mediation is not successful, the General Manager's decision remains final and conclusive unless the Contractor files an appeal with the Guam Office of Public Accountability ("OPA") after receipt of the decision. Upon written request by the Contractor, the 60-day appeal period may be extended for a mutually agreed upon tolling period to allow for mediation after the final decision. In the event the dispute is not resolved by the OPA, the Contractor may seek redress through the Guam Government Claims Act and/or the Guam Superior Court.

EXHIBIT B

This is Task Order No. 2, consisting of 2 pages.

Task Order No. 2

In accordance with paragraph 1.01, paragraph B of the Agreement Between Owner and Program Manager dated July 8, 2021 (“Agreement”), Owner and Program Manager agree as follows:

1. Specific Project Data

- A. Program: Professional Utility Consulting Services for Water Loss Control-RFP 2021-03
- B. Description: Water Loss Control Program- Island-Wide Development & District Metered Area Implementation Plan

2. Additional Services of Program Manager

GWA Professional Utility Consulting Services for Water Loss Control - Task A - G
Prepared: 07/15/2022

	Steven Preston Project Director Hours (\$229/hr)	Reinhard Sturm Project Advisor Hours (\$229/hr)	Peter Jinks Project Manager Hours (\$67/hr)	Kris Williams Project NRW Specialist Hours (\$75/hr)	Budget Year 2
Task A - Review existing water loss control measures	0	0	0	0	\$0
Task B: Review existing analytical studies related to water loss control	0	0	0	0	\$0
Task C: Review CIP projects for impact on water losses	0	0	0	0	\$0
Task D: Review water audit data	8	8	10	40	\$7,334
Task E: Financial/Analytical model development	0	0	0	0	\$0
Task F: Develop Water Loss control implementation strategy	0	0	0	0	\$0
Task G: Water loss control program management services	325	260	1800	40	\$257,565
Annual Expenses - Accommodation, Travel, Transportation, Office					\$63,000
Annual Expenses - nrwmanager (web-based holistic Non-Revenue Water (NRW) and Water Network management application)					\$20,000
YEAR 2 PROJECT TOTALS					\$347,899
REQUESTED YEAR 2 INFLATION INCREASE - 10%					\$34,790
REVISED YEAR 2 TOTAL					\$382,689
TOTAL HOURS YEAR 2	333	268	1810	80	2491

This document is part of the Agreement. Program Manager is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.




The Effective Date of this Task Order is August 1, 2022.


OWNER

by:  2022.8.26
 Signature Date
Miguel Bordallo, P.E.
 Name
General Manager
 Title

CERTIFIED FUNDS AVAILABLE:

APPROVED AS TO FORM:

by: 
 Taling M. Taitano, CPA, CGFM, CGMA
 GWA Chief Financial Officer 

by: 
 Theresa G. Rojas
 GWA General Counsel

Date: 8/26/2022

Date: August 25, 2022

Task Order Amount: 382,689.00

Amount Certified: 382,689.00

Funding Source: O&M - 1521.8534 - Leak Detection Consulting Services



EXHIBIT C



1-800-ESOURCE

esource@esource.com

www.esource.com

June 2022

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

From: E Source
1410 Donelson Pike, A1
Nashville, TN 37217

Subject: Task Order Proposal for RFP 2021-03 – Professional Utility Consulting Services for Water Loss Control – Year 3

Dear Mr. Bordallo,

E Source is pleased to provide the requested task order pricing proposal for RFP 2021-03 – Year 3. E Source has the capacity to dedicate all necessary resources to this important project. Peter Jinks will serve as the local project manager (based in Guam) and he will dedicate 100% of his time to this project. Mr. Jinks will be supported by Steve Preston (Project Director) and Reinhard Sturm (Project Advisor) and Kris Williams (NRW Specialist).

The year three task order proposal presents a 10% increase in original hourly rates and expense budget to account for inflation and overall price increases we are experiencing.

The year three task order proposal also includes a new task (Task H) for Transient Data Logging and Data Analysis as requested by GWA. The costing is a flat fee of \$36,000 to cover the entire network.

The annual cost for year 3, which are all inclusive, are \$422,289.

Best regards,

Reinhard Sturm
Senior Vice President, E Source
Phone: 786-877-5752
Email: reinhard_sturm@esource.com



1-800-ESOURCE

esource@esource.com

www.esource.com

Year Three Task Order Proposal

GWA Professional Utility Consulting Services for Water Loss Control - Task A - H					
<i>Prepared: 06/28/2023</i>					
	Steven Preston Project Director Hours (\$229/hr)	Reinhard Sturm Project Advisor Hours (\$229/hr)	Peter Jinks Project Manager Hours (\$67/hr)	Kris Williams NRW Specialist Hours (\$75/hr)	Budget
					Year 3
Task A - Review existing water loss control measures	0	0	0	0	\$0
Task B: Review existing analytical studies related to water loss control	0	0	0	0	\$0
Task C: Review CIP projects for impact on water losses	0	0	0	0	\$0
Task D: Review water audit data	8	8	10	40	\$7,334
Task E: Financial/Analytical model development	0	0	0	0	\$0
Task F: Develop Water Loss control implementation strategy	0	0	0	0	\$0
Task G: Water loss control program management services	325	260	1800	40	\$257,565
Task H: Transient Data Logging and Data Analysis (Fixed Fee of \$1000/DMA with a total of 36 planned DMAs)					\$36,000
Annual Expenses - Accommodation, Travel, Transportation, Office					\$63,000
Annual Expenses - nrwmanager (web-based holistic Non-Revenue Water (NRW) and Water Network management application)					\$20,000
YEAR 3 PROJECT TOTALS					\$383,899
YEAR 3 INFLATION ADJUSTMENT - 10%					\$38,390
REVISED YEAR 3 TOTAL					\$422,289
TOTAL HOURS YEAR 3	333	268	1810	80	2491



EXHIBIT D



1-800-ESOURCE

esource@esource.com

www.esource.com

April 2024

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

From: E Source
3020 Carbon Place, Suite 300
Boulder, CO 80301

Subject: Task Order Proposal for RfP 2021-03 – Professional Utility Consulting Services for Water Loss Control – Year 4

Dear Mr. Bordallo,

E Source is pleased to provide the requested task order pricing proposal for RFP 2021-03 – Year 4. E Source has the capacity to dedicate all necessary resources to this important project. Peter Jinks will serve as the local project manager (based in Guam) and he will dedicate 100% of his time to this project. Mr. Jinks will be supported by Steve Preston (Project Director) and Reinhard Sturm (Project Advisor) and Kris Williams (NRW Specialist).

The year four task order proposal presents a 10% increase in original hourly rates and expense budget to account for inflation and overall price increases we are experiencing.

The annual cost for year 4, which are all inclusive, is \$401,724.

Best regards,

Reinhard Sturm
Senior Vice President, E Source
Phone: 786-877-5752
Email: reinhard_sturm@esource.com



1-800-ESOURCE

esource@esource.com

www.esource.com

Year Four Task Order Proposal

GWA Professional Utility Consulting Services for Water Loss Control - Task A - G					
<i>Prepared: 04/26/2024</i>					
	Steven Preston Project Director Hours (\$229/hr)	Reinhard Sturm Project Advisor Hours (\$229/hr)	Peter Jinks Project Manager Hours (\$67/hr)	Kris Williams Project NRW Specialist Hours (\$75/hr)	Budget
					Year 4
Task A - Review existing water loss control measures	0	0	0	0	\$0
Task B: Review existing analytical studies related to water loss control	0	0	0	0	\$0
Task C: Review CIP projects for impact on water losses	0	0	0	0	\$0
Task D: Review water audit data	8	8	10	40	\$7,334
Task E: Financial/Analytical model development	0	0	0	0	\$0
Task F: Develop Water Loss control implementation strategy	0	0	0	0	\$0
Task G: Water loss control program management services	340	290	1800	40	\$267,870
Annual Expenses - Accommodation, Travel, Transportation, Office					\$70,000
Annual Expenses - nrwmanager (web-based holistic Non-Revenue Water (NRW) and Water Network management application)					\$20,000
YEAR 4 PROJECT TOTALS					\$365,204
YEAR 4 INFLATION ADJUSTMENT - 10%					\$36,520
REVISED YEAR 4 TOTAL					\$401,724
TOTAL HOURS YEAR 4	348	298	1810	80	2536