



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

REGULAR BOARD MEETING
CCU Conference Room, Gloria B. Nelson Public Service Building
5:30 p.m., Tuesday, July 23, 2024

***AMENDED AGENDA**

1. **CALL TO ORDER**
2. **[APPROVAL OF MINUTES](#)**
3. **PUBLIC COMMENTS** (Limit to 2 Minutes)
4. **GWA**
 - 4.1. [GM Report](#)
 - 4.2. [Financial](#)
 - 4.3. [Resolution No. 17-FY2024 \(GWA\) / Resolution No. FY2024-20 \(GPA\) – Relative to the Creation and Approval of the Position Classification Specification for the Legal Analyst Position](#)
 - 4.4. [Resolution No. 24-FY2024 – Relative to the Approval of the Procurement of Laboratory Services with Eurofins Eaton Inc.](#)
 - 4.5. [Resolution No. 26-FY2024 – Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity Professional Project/Construction Management Services Contract for the 2024 Interim Water Resources Master Plan Update](#)
 - 4.6. [Resolution No. 28-FY2024 – Relative to Approval to Procure the Design-Build of Guam Waterworks Authority SCADA System](#)
 - 4.7. [Resolution No. 29-FY2024 – Relative to Approval of the Indefinite Delivery/Indefinite Quantity Hydraulic Modeling Services for the Water and Wastewater Systems](#)
5. **GPA**
 - 5.1. [GM Report](#)
 - 5.2. [Financial](#)
 - 5.3. [GPA Resolution No. FY2024-24 Relative to Authorizing GPA Management to Overhaul Piti 7](#)
 - 5.4. [GPA Resolution No. FY2024-25 Relative to Authorizing the Construction of the New T&D Facility](#)
 - 5.5. [GPA Resolution No. FY2024-20 / GWA Resolution No. 17-FY2024 Relative to the Creation and Approval of the Position Classification Specification for the Legal Analyst Position](#)
6. **OTHER DISCUSSION**
 - 6.1. *Time and Attendance System for GWA and GPA
7. **EXECUTIVE SESSION**
 - 7.1. [GWA Litigation Matters](#)

8. ANNOUNCEMENT

- 8.1. Next CCU Meetings:** August 20, 2024 – GWA Work Session, 8:30 AM
 August 22, 2024 – GPA Work Session, 8:30 AM
 August 27, 2024 – CCU Regular Board Meeting, 5:30 PM

9. ADJOURNMENT



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CCU Board Room, Gloria B. Nelson Public Service Building
5:30 PM, Tuesday, May 28, 2024

MINUTES

1. CALL TO ORDER

Chairman Duenas calls the CCU Regular Board Meeting to order on May 28, 2024, at 5:35 PM. For the record, those present are Chairman Duenas, and Commissioners Limtiaco, Sanchez, Santos, and Martinez.

Commissioners:

Joseph T. Duenas	Chairman
Francis E. Santos	Vice Chairman
Pedro Roy Martinez	Secretary
Michael T. Limtiaco	Commissioner
Simon Sanchez	Commissioner

Executive Mgmt.:

John Benavente	GM/GPA
Thomas Cruz	GM/GWA (Acting)
Tricee Limtiaco	AGMA/GPA
Chris Budasi	AGMA/GWA
Frank Santos	AGMO/GPA (Acting)
John Kim	CFO/GPA
Gilda Mafnas	CFO/GWA (Acting)
Chris Budasi	AGMO/GWA
Brett Railey	AGME/GWA (Acting)
John Cruz, Jr.	AGMET/GPA
Marianne Woloschuk	Legal Counsel/GPA
Theresa Rojas	Legal Counsel/GWA

Management & Staff:

Jon-Rey Aguigui	HR/GPA	John Dixon	IT/GWA
Luana Meno	HR/GPA	Zina Pangelinan-Charfauros	HR/GPA
Evangeline Lujan	Safety/GWA	Reginald Diaz	MA/GWA
Pam Aguigui	Budget/GPA	Lourissa Gilman	UBS
Ann Borja-Gallardes	MA/GWA	Joleen Cruz	Comm/GPA
Monica Calvo	Budget/GPA	Selma Blas	Exec/GPW

Guest:

Frank San Nicolas
Franklin Hiton

Guam Daily Post
Public

2. APPROVAL OF MINTUES

(Reference: YouTube video "GPWA CCU Meeting 05282024" 00:48:30) Chairman Duenas apologizes because he forgot to adopt the meeting minutes from the CCU Board Meeting on April 28th. Chairman calls for a motion, Comm. Santos motions to accept the minutes from April 24, 2024; Comm. Sanchez second.

With no further discussion, Chairman Duenas calls for the vote, motion passes with five Ayes. [Aye = 5, Nay = 0]

3. PUBLIC COMMENTS

Chairman Duenas announces that Mr. Franklin Hiton, member of the public, is to address the board. He was not present at the beginning of the meeting so the Chairman allows Mr. Hiton an opportunity to speak to the Commission.

Mr. Hiton states, Commissioners, my concern is this LEAC. How much are we getting charged for power? Who can answer that question? CFO, John Kim replies, the current rate is 0.261995 per kilowatt hour. Mr. Hiton replies, okay, on the LEAC, are we getting charge for the kilowatts or consumption? Your consumption is \$2.61 cents. Comm. Sanchez corrects, no, it's 0.261 cents per kilowatt hour for the fuel and \$0.13 cents a kilowatt hour for the non-fuel. That's how you're being billed.

Mr. Hiton asks, show me...please, I've been trying to find this for a long time. \$0.86 cents... Comm. Sanchez states, no, \$0.26 cents a kilowatt hour for LEAC is the fuel and \$0.13 cents a kilowatt hour is for the non-fuel. Chairman Duenas, shows Mr. Hiton on his GPA billing statement. It's right here, it's 26.2 times the number of kilowatt hours. So, the kilowatt hours on this particular bill, that I'm reading at and this is line two, Recovery Charge LEAC, is 2,620 KW hours. Mr. Hiton asks, what is the 261 for? You multiply that time said and he gives you the \$100 the four times the amount that we're paying for. So, at \$0.26 cents, how did I get to \$600 on the LEAC? Comm. Sanchez replies, you must have used something like 2500 kilowatt hours. Chairman Duenas also states, you used 2600 kilowatt hours. Mr. Hiton states, I don't believe so. Because like I said, I had studied this a long time and all that at \$2.61 a kilowatt hour. Comm. Sanchez states, no, no, it's not \$2.61 a kilowatt hour... Mr. Hiton interjects, every 15 minutes, I get charged \$2.61 every 15 minutes. Comm. Sanchez and Chairman Duenas both replies, no, no. It depends how many kilowatt hours... it depends on your consumption.

Mr. Hiton continues, how did I consume that and my kilowatt hour is down...it's only a hundred and something and my LEAC is 400 times more? Chairman Duenas states, because your base rate is a different rate. If you're talking about the base rate that's the non-fuel portion. Mr. Hiton continues, you tell me how many gallons or how many drums of oil did I buy? Because if we're going on kilowatt hours at that price, let's say \$100 a barrel, and \$800, okay, if I only used \$150 worth, who gets the rest? Chairman Duenas informs Mr. Hiton, that's not the way it works. Mr. Hiton asks, so how did I get how did I get \$800 every month for power. Comm. Limtiaco states, by consuming that much power. Mr. Hiton asks, at \$0.26 cents? Comm. Limtiaco responds, currently, for the LEAC. Plus, the \$0.13 for your base rate. Mr. Hiton states, like I said, I did the math on here...it's \$2.61 because I got

a thing in my house that monitors my own and it tells me every 15 minutes, I get charge \$2.61 so in an hour's time that's almost \$13.00 almost \$12.00 an hour. Comm. Sanchez states, not by us, unless you're using a 100 KW hours every 15 minutes. Mr. Hiton states, so, you're telling me... I got two air conditioners and a refrigerator and a little freezer on my house. Back in 2018 my power bill was down and I was using more power than then. Now, I'm using a lot less power. Chairman Duenas states, that's because the LEAC is higher now and lower then. It's based on the cost of fuel. Mr. Hiton asks, so how many gallons and how many drums of oil did I buy? Comm. Sanchez states, so every year we purchase somewhere around 270,000 barrels a year for everybody on Guam. For everybody on Guam, not just you, everybody. And, we price that barrel into the kilowatt hours that each of use... Mr. Hiton interrupts, I think I think you guys need to do some investigation here because this is not right. Like I said, in here at \$0.26 cents... like I said on \$0.86 cents the way they're explaining, they take that you multiply that times this and that and then that's how you get you're your kilowatt and how much they charge you. GM Benavente responds, just one point Mr. Chairman, just his numbers, every 15 minutes, there's 4 in an hour times 24...so, $4 \times 24 \times 30 \text{ days} = \$2,880$... GM Benavente explains, Mr. Hiton's numbers... so, times \$2.61 it equals to \$7,500.00. And, that's not what you're paying. You're paying only \$600.00 So, it's not \$2.61, just your numbers don't match.

Mr. Hiton states, \$0.26 cents...something isn't right here. Comm. Limtiaco responds, your math is incorrect. (GM Benavente) just explained to you that the math you told us, he calculated on your bill would be \$7,000. Mr. Hiton states, like I said I was doing this a lot more and all that is what it always comes up to... the right amount. Like I said, if I'm my power here is \$184.00, okay, my kilowatts. My LEAC is \$ 472.00, what power did I consume for 472 hours? Comm. Sanchez asks, how many kilowatt hours did he consume? Mr. Hiton asks, so how did you get the kilowatt hours? Comm. Sanchez and Limtiaco states, your meter... your meter is read every month. Mr. Hiton states, I understand that the meter doesn't stop. Comm. Sanchez states, right, so that's how we calculate your consumption. I imagine your meter at 1:00 AM in the morning turns much slower when your asleep than it does at 6:00 PM at night, right, so your consumption goes up and down. Comm. Limtiaco states, we'll be happy to sit down with you and explain. Mr. Hiton states, what is the LEAC? How many barrels do I buy every month that \$600? Comm. Sanchez explains, that's just the rate... that's like \$5.50 a gallon when you drive into the gas station. Chairman Duenas states, Mr. Hiton, we allowed you to address your concerns, but we're not going to be able to explain this to you sufficiently because it's a lot more... your numbers are wrong and in order to explain that to you we need... Mr. Hiton states, my numbers don't lie...you can manipulate them the numbers. Chairman responds, our numbers don't lie and we don't manipulate them Mr. Hiton. So, if you want, we will schedule a time where you can come in and our finance people can explain to you.

4. **GPA** (Reference: YouTube video "GPWA CCU Meeting 05282024" 00:00:40)
 - 4.1 **GPA Resolution No. FY2024-07** Adoption of the 2022 Market Update and Implementation Plan for the Guam Power Authority – GM Benavente begins, the GPA is undergoing a rapid transformation from a traditional utility to a technologically advanced and modern organization. The entire workforce shares the responsibility of ensuring employee safety and security at all levels. Moreover, the Authority is actively integrating both established and emerging technologies into its services. GPA has made significant progress in aligning with industry standards by incorporating renewable energy assets, implementing smart grid systems, deploying customer information systems (CIS), and launching energy storage projects. However, this digital transformation also introduces unique cyber and physical security challenges. To address these, continuous employee training across all utility units is essential to maintain the required technical

skills and knowledge. As GPA enhances its business processes and optimizes assets, the roles of employees have become increasingly critical to the organization's operations. Therefore, attracting, recruiting, and retaining highly skilled professionals is paramount for the organization's success. In 2022, GPA engaged compensation consultant Alan Searle and Associates to conduct a comprehensive compensation review and update market data. This timing was opportune, considering various internal and external factors influencing GPA's competitive position in the local and national markets. Implementation is to be June 30th.

Chairman Duenas asks GWA to present their similar resolution.

GWA Resolution No. 07-FY2024 Relative to the Adoption of the 2022 Market Update and Strategic Pay Scale for the Guam Waterworks Authority – AGMO Chris Budasi begins, 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. 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. 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. 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." 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.

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

Chairman Duenas calls on Comm. Sanchez for questions. Comm. Sanchez moves to adopt GPA Resolution FY2024-07 and GWA Resolution 07-FY2024 relative to the adoption of the 2022 Market Update and Implementation Plan presented by GPA/GWA based on the Alan Searle survey. Comm. Santos second.

Comm. Limtiaco asks, Mr. Chairman, can we have a legal counsel just summarize the response to Mr. Carlson's request for clarification. GWA Atty. Theresa Rojas responds, thank you Mr. Chairman. Again, for the record the CCU had received an email with a letter attached from Mr. Mike Carlson and the email was received in late April. It was brought forward by the CCU at its April 29th regular meeting and the attachment to the email from Mr. Carlson was a letter entitled Rate Payers Review and Comment to The Recent Alan Searle Proposal to The CCU To Artificially Migrate GPA and GWA Staffing Patterns. Mr. Carlson, just for the record, although he sent the email the email wasn't signed or endorsed by Mr. Carlson. I just want to be sure that's on the record so it's clear that it may or may not have been from him. He could have been just sending the message to this board. Presently, after the adoption in April, Mr. Carlson's Rate Payer's

Review, I don't think has been read into the record publicly, and it's a little lengthy but, I mentioned during the last meeting that the board secretary confirmed that it will become an Attachment A to the CCU's April 29th meeting minutes. It's going to be available if not already for public view for anyone who would like to review all of the details that Mr. Carlson has put forth. Essentially, in his review, he shares comments about the specific resolutions that are before the board tonight. His issue is primarily focused on the board's adoption of a Compensation Plan that will affect certified technical and professional employees. He takes issue with the fact that today, in 2024, all certified technical and professional employees of both utilities include all GPA and GWA employees. And, his request to the board is to have the board consider reviewing the laws and ensuring adherence to the law and to be sure that the board understands, one, its authority and to ensure that the board understands what the adoption of the specific resolutions will affect. So, simply put, Mr. Carlson or his letter is stating that if the board decides to adopt two resolutions by GPA and GWA, it will adopt a compensation plan and study and pay structure for all utility employees which the utilities represent before the board, are certified technical and professional positions. In our memorandum that we've provided to the board, that we will attach to a letter that will be provided to Mr. Carlson, we state that the board and the management of GPA and GWA have absolutely respected the laws. We understand our limitations and that is clear and evident in the many resolutions that have been passed since the public laws which gave GPA and GWA and the CCU this specific authority was enacted in law. So, in the specific laws issued which Mr. Carlson raised were Public Law 28-113 and Public Law 28-159. Each of those pieces of legislations were passed in 2006 and it did provide a limited authority to the board to adopt compensation for Certified Technical and Professional employees. We explained to the board that since 2006, it's been very clear in various resolutions that the CCU and the utilities have distinguished for a very long time between certified technical professionals and non-certified technical professionals. So, from 2006 up through 2018 there really were two sets of employees. And, what we relayed to the board through this memo, is what's essentially in the CCU's record already. That, back in 2018, the last group of non-CTPs for both utilities was deleted from the CTP list and a new set of positions was created by the utilities with the approval of the board. Essentially, that last batch of non-CTPs which was deleted from the list and the new addition of positions created what is now all Certified Technical and Professional positions for both utilities. So, to say that with broad strokes the CCU and GPA and GWA have simply transferred or adopted all non-CTPs is not correct. If you look at the 2018 resolutions, it's very clear what occurred and the position descriptions of all those new positions is included within those resolutions. Those were all vetted and they went through the proper process of public notification. And, by our review, it absolutely strictly adhered to the laws and what was required in order to adopt a position. And, we put forward in our memo that Public Law 28-159, really enables and permits the GMs with the approval of the board to delete, add, or modify the CTP list and that's exactly what happened. CTP lists were deleted and new CTP positions were added and so and that is the Certified Technical and Professional positions that we have today on record. Again, this is not our justification of what is before the board in 2024. We're reporting to the board that this occurred back in 2018. And, so fast forward to 2024, we absolutely adhere to the specific technical requirements that created the last or created, I guess, the last few positions for both GPA and GWA to have them become CTPs. And so, the rate payer will see in the various resolutions that we've cited the lists that are that he's able to compare CTPs and non-CTPs. We also raised to the board that nowhere in Mr. Carlson's rate payer review that he actually challenges a specific position as being not certified, not technical, or non-professional and that meant that his recommendations they were bald. He asked for the CCU to return to the original list but without

a specific challenge to any specific position... you know, that recommendation is difficult to review and achieve without more. I mean, combined, the utilities have roughly under 800 employees. I think maybe just under 400 for GWA and maybe a little above or below 400 for GPA. So, there is no specific challenge to any specific position before the board this evening. There's no challenge saying that any position is not certified technical professional. The recommendation was just to return to earlier lists and the lists candidly were lists that were included in a 2006 Public Law which the public law permitted the board to confirm and modify and add or delete. The list also referenced, again, the list Mr. Carlson also referenced, went back to a 2018 or was it a 2008 resolution... I have it here but, again, the list has changed. The utilities have evolved the positions have been updated to reflect the requirements of utility employees. As sole primary Water and Power utilities on island, we are deemed critical infrastructure and there are many trainings in place to guard against cyber threats and physical threats to our critical assets. The training that our utility employees undergo are absolutely specific to guard against threats to our system. Even our even our training evolves annually. Our IT professionals monitor the types of threats we get. As employees, are required to report specific threats through their emails and the systems to IT. And, the trainings are also specific to any number of threats that we receive each year. Commissioner Santos mention the dual identity access in order to access the computer so these are changes with respect to the duties that are required of each utility employee to guard against our critical infrastructure...this was the first issue.

The second issue that Mr. Carlson raised, regarding the internal Equity versus external Equity. Mr. Carlson's Rate Payer Review, takes exception to the GPA and GWA's acceptance of recommendations from their consultant to apply a 20% internal Equity versus an 80% external Equity methodology so the review of compensation and pay structures for the CTP employees. So, of course, internal Equity Compares you know pay scales within similar positions internally within the utility external Equity compares pay scales to outside markets and Mr. Carlson states that the application I guess of an 80% external equity and 20% internal Equity application in the compensation study is not tenable. And, he says we really should have an equally balanced internal Equity and external Equity application which is 50/50 that is his recommendation. So, we've attached in Attachment D, sections of Public Law 28-159 and I think it's at attachment three.

Comm. Santos asks, for the HR people, it says the internal equity should be to review annually, can you share that with us? What exactly is your internal equity policy. GPA HR Administrator Jon-Rey Aguigui responds, so, the most recent review of the internal equity which discusses 12 different factors. Those 12 factors include education, it positions education, experience complexity, scope of work, was recently done with the 2022 Market study. We try and review it annually however we implement it when we transition to the next, whether it be the range or the next Market study. Comm. Santos states, okay, and then the external is referring to Mr. Alan Searle. HR Admin Aguigui states, that's correct.

Comm. Santos further questions, who checks his work? GWA HR Administrator Zina Pangelinan-Charfauros states, so, we review his results and his recommendations and if we have questions, he provides us the feedback with regard to our questions or whatever ever issues we have or unresolved clarification on certain things that he provides as part of his results his overall results. Comm. Santos asks, when this study goes out, it goes out via RFP and he's the only one respond? I mean, GovGuam or somebody else... I'm sorry, the last one was Edward Birn gave a 22% raise. I'm just curious because we're obviously adopting a pay plan so we really don't check this work

externally. HR Admin Pangelinan-Charfauros states, well, externally when he conducts the market review, he bases his review in comparison to other like salaries with other like utilities versus in the Hay Methodology, they use the National average. So, for the positions, it's based on the respective salaries of the utilities. His study of the market is based on apples to apples and orange to orange where he does a comparison and provides us with recommendations of implementation ranges based on the market review of salaries. And he uses the AWWA compensation survey and the APPA compensation survey, US Department of Labor, Bureau of Statistics and there's other, again, other utility companies and US Department of Labor. Chairman Duenas states, I want to crystallize the attorney's position, everything we've done in the past and continue to do now, it still complies with the law... it gave us the authority to make these moves and we are within the law, still, according to your opinion? GWA Atty. Rojas replies, yes, Mr. Chairman, that's correct. Chairman responds, okay, thank you.

Comm. Santos asks, can we go to page 119... I just want to understand, John B., you're asking for implementation in June and the estimated cost is \$2.5M and you divide that by 427 positions? Because the following year, it obviously drops but I'm just curious as to what's your cost? Your estimated cost is \$2.5M. you're asking to implement this month, I'm sorry, June is in 3 days or 4 days and would that be the first paid period in June? I'm just curious how many employees? This is going to be \$2.5M spread out over the entire... you're allocating this to be every employee, right? Just so I understand that because you're saying the average is 14 across... some are going to get higher, some are going to get lower, right? GM Benavente states, yes, it may not be every employee... everyone below the 30 percentile I will get bumped and then the following year those now were didn't get a bump most likely will start to get moving upwards. Comm. Santos asks, so what do you anticipate the average salary increase to be? Comm. Limtiaco replies, it says in the note section 427 FTEs. CFO Kim states, that's the current number of employees we have. Comm. Limtiaco states, so 5800 up, yeah, 5800 annually. Comm. Santos states, for the next five, six months... May through this fiscal year? Comm. Limtiaco asks, so, we're going from the 5th percentile to the 30th that first bump? GM Benavente and CFO Kim both reply and nod their heads, yes, of the 2022 Market Study. Comm. Limtiaco states, okay, okay. Comm. Santos asks, and that will be the same for GWA if you look at the same scale? Theirs was about \$5M for 342 employees but the implementation for GWA is July? Pay period July 1? HR Admin Pangelinan-Charfauros replies, yes. Comm. Santos asks, is there any reason why, John B., you wanted to go one month early. GM Benavente states, it's the beginning of the period. AGMO Limtiaco states, there are two pay periods in June.

Comm. Limtiaco asks, Teresa, just to confirm so the Delta of remaining employees that were not on CTP became part of the CTP designation because of their certification for cyber security and physical security certifications? Is that in essence what made all of the employees from list A and list B certified? Atty. Rojas states, it really is a position specific. All of the last set of new positions that were added definitely had to undergo new cyber security training and physical security training to you know defend against specific threats but, it really depended on the positions. I think cashiers were included you'd have to look at the specific position descriptions which was included in the resolutions. For instance, cashiers had references to the CCNB System and I'll just mention cashiers as an example. That position in itself has changed and I know our cashiers together with the accounting and finance department no longer just accept you know cash and checks at the window. We have pay GPWA App, we pay online, we pay by phone. So, the understanding of that new technology and being able to reconcile it are also additional job

requirements. It really is specific to the position, Commissioner, and for GPA, I think, it was over 34 positions so we'd have to look at each position description to distinctly understand what were the changes. Comm. Santos asks, so, as I understand, our customer service representatives can wear a GWA hat while they work for the GPA customer service? AGMO Tricee Limtiaco responds, yes, any CSR, any utility Customer Service Representative, Customer Care Representative rather, can go into CCNB and see both the customers for Water and Power accounts if they have both. We can do certain things within both systems including add customer notes to the accounts, research, look back... there are some areas though that we do ask we collaborate with each other on, for instance, bill printing might be a little bit different to reprint bills but other things, we can do that. Additionally, this body had approved a series of positions for utility customer care representatives and so we have already gone through and assessed, using a third party, the skills of the existing customer care representatives and we are working with HR now, to open internally, positions within so that we can fill those various levels of the series. And, then both GPA and GWA, we're working on what the next steps are so that we can start integrating that outwardly. Chris has some things we'd like to present when we're ready to present that maybe next meeting. Comm. Santos asks, how many CSRs are able to talk with customers on both utilities? I really like to see when the customer walks in we can talk both Water and Power. I'm just curious, are we talking 50 people? AGMO Limtiaco states, when this body approved the UCCR Series, a Series 1 employee customer service representative would learn for at least one year that that utility inside and out. After becoming a UCCR 2 and above, you would be able to speak progressively for both utilities and the skill level would go up. So, we are we're not looking to add employees, we're looking to integrate and cross train employees.

Comm. Limtiaco asks, Chris Budasi, you mentioned on your turnover rate that you're seeing and the inability to hire, you're seeing an increase in overtime, had either utility quantified that overtime number? AGMO Budasi responds, yes, I'm sure we have that information. I don't have it with me but can I can provide that to you. Comm. Limtiaco replies, okay. Mr. Chairman, just one other thing along the same lines, in the audit committee that Commissioner Martinez and I work on, one of the things that we've been pursuing is time and attendance audits. When Chris is talking about overtime and we're considering moving to a higher pay scale, what has come in those audit committee meetings is that we need better controls of time and attendance. I would ask the Commissioners to consider that if we do adopt this increased pay scale, that we also need to adopt an automated time and attendance control. It just has to happen so please consider that as we as we make our decision. Chairman Duenas states, I don't think we have we have problem because I think if we if we adopt the resolutions as written I think we can make another motion to begin the time and that study and come up with an implementation schedule from both utilities and report back to us within 30 days. At least that's a start in like an implementation schedule.

With no further discussion on GPA Resolution FY2024-07 and GWA Resolution 07-FY2024, Chairman Duenas calls for a rollcall vote, Comm. Sanchez, Aye; Comm. Limtiaco, Aye; Chairman Duenas, Aye; Comm. Martinez, Aye; and Comm. Santos, Aye. Resolutions pass with five Ayes. [Aye = 5, Nay = 0]

Comm. Limtiaco motions to have both utilities begin the process of implementing an automated time and attendance. Both hardware and software so that we can properly manage time and attendance so that we can make sure that we have the proper controls to manage these higher pay scales. Comm. Sanchez expresses, just a quick point because published the agenda already... I don't know if this needs a motion like it's a resolution motion. We can always just tell

management, next month tell us about a, b, or c. I just want to be careful that it's not a publish motion... by making it a motion versus just informing management. It's been heard the discussion and it's been very clear. Can you add can you add this motion to the agenda? Comm. Limtiaco states, the motion just applies to specifically this pay scale in the sense of the controls that are warranted to make sure that we're properly tracking time and attendance to this pay scale. So, the motion really is to require, recommend the utilities pursue an automated time and attendance implementation. Come back to the commission with time implementation...timeline. Comm. Santos states, he would like the implementation on October first. GM Benevente states, we will come back to response to you with a plan to implement it because the time to get the whole process to get the software... let's talk about procurement, we have to go out and procure and I can't just go out and get a software to make it happen. So, let us come out with a plan. I can try to bring it to you by October 1. Chairman Duenas states, if I heard Commissioner Santos correctly, he's he wants a plan to be set out. Doesn't necessarily mean you're doing it on October 1. There has to be a plan. There has to be a plan and you can say by October 1 we're putting out bids or this is our timeline. Comm. Sanchez I like the original, let's give management time. I think the intention is clear I'm okay with the migration but I want to give management enough time to explore but come back to us by next meeting and say this would be how we can implement this very clear opinion of the board is to begin to migrate to this much more precise, specific way of measuring time and attendance. Give management till next meeting to come back and say this is what it's going to take this is the ETA and then we can beat that up, right, but at least I think it's pretty clear what the board is asking of both management teams.

Atty. Rojas states, so it appears as if you're reframing it as a request. If that's the case, then of course, it's fine. But, if you did want it to be an order of the CCU, we recommend that it be included within the relative and specific resolutions... I guess which kind of raised the point, so, we added as a new resolve to GWA Resolution 07-FY2024 and GPA Resolution FY2024-07. Comm. Sanchez asks, is it clear to management what the request of the board is? Within a month, come back to us and tell us how do we take the next steps. Comm. Martinez states, and the motion was made to look into the time and attendance and that's an opportunity really. It's not trying to put a timeline on that one but I think the plan of presenting it to the commission I think that we need to kind of set a plan and not just let it go. We're coming up with the budget soon we got to put everything in perspective there. I'd like to continue with Commissioner Limtiaco's recommendation. Chairman Duenas clarifies Comm. Martinez second the motion. Comm. Martinez states, let's allow both management from GPA and GWA to put a plan together. This is going to be a challenge so let's hear plan and take it from there.

Chairman Duenas asks, going to go back to the attorneys, if we make the motion saying that we want them to come up with a plan by next July's meeting and they report back to us by July's meeting, I just need to clarify if that would be the motion to the board... would that be a motion? Atty. Rojas states, our recommendation is to include it within a resolve within the specific GPA and GWA resolutions. Chairman states, so, we've already adopted those resolutions so what we need is to get a plan and get it done. Comm. Limtiaco states, I think it's clear Mr. Chairman, what the commission is wanting. So, I'll withdraw the motion but it's but it's very clear as what we need to report to on the next meeting. Chairman Duenas states, by next meeting, John and Tom, GM Bordallo needs to be informed, need we a plan by the next meeting in July.

4.2 GPA Resolution No. FY2024-21 / GWA Resolution No. 21-FY2024 (Reference YouTube video “GPWA CCU Meeting 05282024” 1:02:50) Relative to Authorize the Guam Power Authority and the Guam Waterworks Authority to Award a Contract for Merchant Banking Services and to Petition the Guam Public Utilities Commission for Approval – CFO John Kim begins, 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. 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. The contract consists of a base year and four additional one-year options. The funding source is revenue funds. Comm. Limtiaco motions to approval GPA Resolution FY2024-21 and GWA Resolution 21-FY2024; Comm. Sanchez second.

With no further discussion on GPA Resolution FY2024-21 and GWA Resolution 21-FY2024, Chairman Duenas calls for the vote, motions pass with five Ayes. [Aye = 5, Nay = 0]

4.3 GPA Resolution No. FY2024-22 To Authorize the Management of the Guam Power Authority to Petition the Guam Public Utilities to Maintain the Levelized Energy Adjustment Clause (LEAC) for the Periods of August 1, 2024 through January 31, 2025 – GM Benavente states, The objective is to meet the June 15, 2024 upcoming LEAC filing deadline with the PUC. GPA proposes to maintain the LEAC factor at \$0.261995/kWh for the periods of August 1, 2024 through January 31, 2025.

GPA did not include costs associated with the Demand Side Management rebate program for this period. The most recent Morgan Stanley market projects the average fuel price is expected to be \$112.73/bbl for the period ending January 31, 2025. Projected over-recovery for the same period at the LEAC rate of \$0.261995/kWh is \$2.2 million. The LEAC is billed and collected thru the monthly electric billings of our customers. LEAC filing period is from August 1, 2024 through January 31, 2025. The filing deadline with the PUC is June 15, 2024. Comm. Limtiaco motions to approval GPA Resolution FY2024-22; Comm. Sanchez second.

With no further discussion, Chairman Duenas calls for the vote, motion passes with five Ayes. [Aye = 5, Nay = 0]

4.4 GPA Resolution No. FY2024-23 Relative to Authorizing the Issuance and Sale of Guam Power Authority Revenue Bonds, Approving Forms of Related Documents, Agreements and Actions and Authorizing the Execution and Delivery Thereof – GM Benavente presents, GPA has been pursuing strategies for reducing debt service payments, which would be of significant assistance in paying for capacity payment of the new power plant. One strategy that has emerged as a result of low interest rates has been the concept of refunding all or a portion of GPA’s outstanding 2014 Series A revenue bonds for interest rate savings.

The issuance of the Refunding Bonds is subject to the approval of I Liheslaturan Guåhan (the “Legislature”), which issuance of the Refunding Bonds has been approved by I Liheslaturan Guåhan as Public Law 37-95, and signed by the Governor on May 8, 2024.

The approval of Guam Economic Development Authority (“GEDA”) is required for the issuance and sale of the Refunding Bonds, and the Board of GEDA is expected to consider for approval, among other things, the issuance and sale of the Refunding Bonds at its meeting to be held on May 30, 2024. The approval of the Public Utilities Commission of Guam is required for the issuance and sale of the Refunding Bonds.

In early April 2024, GPA has seen proposal from its underwriter indicating that it could refinance its 5% bonds at around 4.3%, reducing annual debt service payments by about \$212 thousand. The refunding, with a projected total interest, can result in approximately \$2.6 million in net present value savings. Refunding of the bonds are to close no earlier than 90 days prior to the call date, or July 3, 2024. Comm. Limtiaco motions to approval GPA Resolution FY2024-23; Comm. Martinez second.

With no further discussion, Chairman Duenas calls for the vote, motion passes with five Ayes. [Aye = 5, Nay = 0]

5. GWA

5.1 GWA 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 – Acting GM Thomas Cruz asks the board to table the resolution due to a protest.

5.2 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 – Acting GM Thomas Cruz states, 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. Comm. Santos motions to accept GWA Resolution 20-FY2024; Comm. Sanchez second.

Acting GM Cruz states, AGMO Chris Budasi will present. 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 Estimated to exceed One Million Dollars over base 5-year contract. The RFP is scheduled to be issued in June 2024 with a target to issue a Notice to Proceed in August 2024. Funding source is Revenue Funded.

AGMO Budasi goes on to say, this the discussion about the time and attendance system...this is a perfect vehicle to actually achieve that. This time and attendance system has to be integrated with our Enterprise One which channels all of our financial time keeping and payroll. I would recommend that it is part of it because I mean we could possibly upgrade to a time and attendance system by October but it would be really really expensive. Our pay roll system is complicated. We have a lot of special pay we just went through a Department of Labor audit and we see all these different rules and things that have to be followed. If we're going to really do it correctly, we're going to need a little bit more time to actually get it done right...with all the special pay and then integrating it into this system. Comm. Limtiaco states, being on the audit committee both Commissioner Martinez and I are aware of the most recent audit. And, actually having an automated data keeping system would have improved your response to that Department of Labor audit. Not having it made it extremely time exhaustive right, you need a lot of resources to go look at manual paperwork to verify whether the times were right. So, this is even more advantageous to both utilities to finally move to something that can be automated and controlled systematically where you can determine whether if someone's working outside of their normal hours, you're already tracking it because you're timing in and timing out and you don't need paper to go research it. It just proves the point. Also, you said the end-of-life cycle for E1 is 2035. What is the plan? Are you going to need to migrate to a new ERP. AGMO Budasi responds, it it's too early to tell... I mean Oracle generally puts an end of life on their software but they usually extend it. Like when we first migrated to E1, the end of life was 2030 and now it's 2035. So, we expect that you know depending on what their product life cycle looks like on that particular product they'll probably extend it further out... we won't really know I think until probably 2030 what the timeline looks like on the 2035 date. The fifth option is implementation and software upgrades or replacement so that would be covered under that section.

With no further discussion, Chairman Duenas calls for the vote, motion passes with five Ayes. [Aye = 5, Nay = 0]

5.3 GWA Resolution No. 22-FY2024 Relative to Authorize the Guam Waterworks Authority to Establish a Bank Account with Bank of Hawaii – Acting GM Cruz states, Acting CFO Gilda Mafnas will answers any questions. 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. 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. Payments will be made at GPWA locations, namely, Fadian, Julale and Upper Tumon. Bank fees are estimated to be less than \$100 a month. Once the resolution is

approved, GWA will work with Bank of Hawaii to establish the new bank account. The bank fees will be paid using GWA revenues. The Bank of Hawaii won the bid for Merchant Banking Services.

Comm. Santos states, CFO Taling Taitano reached out to me because one of the questions I had was on the interest-bearing account. Taling said she is working on it. So, I motion to accept GWA Resolution 22-FY2024; Comm. Martinez second.

With no further discussion, Chairman Duenas calls for the vote, motion passes with five Ayes. [Aye = 5, Nay = 0]

- 5.4 GWA Resolution No. 23-FY2024** Relative to the Approval of Year 4 and 5 Task Orders for the Water Loss Control Professional Services Contract – 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 throughout the island. Chairman Duenas asks Acting GM Cruz, we’ve spoken about this? Acting GM Cruz states, yes, we’ve presented this at the work session. Comm. Santos motions to accept GWA Resolution 23-FY2024; Comm. Sanchez second.

Acting GM Cruz states, Brett Railey, he’s the Senior Chief Engineer Supervisor, for the water side, he’s put something together so, I like for him to discuss. Acting AGME Railey begins, good evening, Commissioners, in response to your question... we have seen in the zones that we’ve implemented the DMAs; we’ve had the leak detection crews go in and do sweeps, and we’ve been able to locate leaks. We’ve had those leaks fixed and the data shows that we reduce the water loss in that zone. Mataguac, is a good example of that because it's one of the earliest zones that we had instrumented. We can see the leaks or the loss rate almost immediately after we get done with the sweep and the repairs starting to creep up again. So, you get a saw tooth pattern in the graph where it's creeping up, next month it's a little higher, next month it's a little higher until we send the leak crew back in. So really, we're playing whack-a-mole and we don't think we're going to get out of this situation unless we get to the point where we're doing line replacement in some of the areas where we have these chronic problems. The data that we're getting back from the water loss control project from the WSO team most of our problem appears to be focused on the undersized lines...that’s the bulk of the issue, we’re seeing in these zones is on the 2-inch galvanized iron undersized lines that that need to be replaced. We have a separate RFP that is currently going out for design. It's funded by the USEPA State Revolving Fund Grant and we're going to in a phased approach over multiple years. Phase I, Phase II, Phase III, so forth. Work on designing the replacement of the 2-inch line... until we get all of the 2-inch line undersized line out of our system. That's going to take us time to get there. So, we looked at some of the information you were asking for is included in the water loss control plan that was put together. We did the calculation for what the industry considers the economic leak level, so, you're never going to drive the leakage to zero. That's cost prohibitive to do. So, most Water Systems look at what their water production cost is, how much chlorine are we using, how much Manpower, how much electricity to run the pumps, and we come up with a calculation that you can use to determine what the economic leakage level is in your system and that's what you want to try to Target. So, we are significantly over what that economic point is and I did the calculation, I sent it to Tom and Ann, I'm not sure if you've gotten that but, it was a little over \$2 million for what we're exceeding on that. So, we think we have at least \$2 million of recoverable leakage in the system but we don't think we're going to fix it without

doing major line replacement. Acting GM Cruz states, Commissioner Limtiaco, if I recall your question, the rate of return from WSO... Comm. Limtiaco responds, the question was basically geared toward... we're spending x amount of dollars trying to address the problem, what is our long-term goal to recover that, what is our return on investment? I think you're saying that's the opportunity goal is \$2 million per year. That's a number that I feel most Commissioners would agree, that justifies the cost for the contract. We just need to know how are we using the data you've already explained that. So, we're going from an undersized 2-inch line to what's the size of the line? Acting AGME Railey states, we're going to do a 6-inch minimum and 8-inch depending on what is needed for flow requirements and then it could be it could be larger but most of the smaller 2-inch that we see is in residential areas and it's going to either be a six or an eight. So, as a part of as a part of the design work that's being funded by USEPA to upsize the undersized line we, will be adding fire hydrant air reliefs valves, the other infrastructure. Acting GM Cruz states, also one last thing Commissioner Limtiaco, the we used to go through the water audit the M36 and we're still doing that but with WSO... we've really expanded the program comprehensively. We can we can pull the numbers from finance and the meters and throw it into M36 and it kicks out some kind of result. I personally think with my team working with WSO, engineering working with WSO, the operations in engineering are actually approaching the whole water loss a little bit more strategic in nature.

With no further discussion, Chairman Duenas calls for the vote, motion passes with five Ayes. [Aye = 5, Nay = 0]

6. ADJOURNMENT

Comm. Santos moves to adjourn; Comm. Martinez second. Meeting is adjourned at 7:01 PM.

//s/
Lourissa L. Gilman

Attested

JOSEPH T. DUENAS, Chairman

PEDRO ROY MARTINEZ, Secretary

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Presentation To:

Consolidated Commission on Utilities

CCU Regular Board Meeting
July 23, 2024



Management Report

CCU Regular Board Meeting

July 23, 2024





Operations Update

Water Production (May and June 2024)

Monthly Production Summary - May 2024			
Deep Wells			35.9 MGD
Active wells =	92	of 120	
Avg days in operation =	31	days	
Total Production =	1,114,100	Kgals	
Springs			0.08 MGD
Avg days in operation =	31	days	
Total Production =	2,634	Kgals	
Ugum Surface Water Plant			1.7 MGD
Avg days in operation =	31	days	
Total Production =	52,525	Kgals	
Tumon Maui Well			0.91 MGD
Avg days in operation =	31	days	
Total Production =	28,086	Kgals	
			1,197,345 Kgals 38.6 MGD

Monthly Production Summary - June 2024			
Deep Wells			36.8 MGD
Active wells =	97	of 120	
Avg days in operation =	30	days	
Total Production =	1,102,504	Kgals	
Springs			0.07 MGD
Avg days in operation =	30	days	
Total Production =	1,964	Kgals	
Ugum Surface Water Plant			1.6 MGD
Avg days in operation =	30	days	
Total Production =	48,632	Kgals	
Tumon Maui Well			0.86 MGD
Avg days in operation =	30	days	
Total Production =	25,788	Kgals	
			1,178,888 Kgals 39.3 MGD

DW Status as of 5/31/2024		REMARKS
Active	92	DW units on line
Standby	1	A29
Grounded Motors, Offline, Mechanical Issue	16	A01-A05-A21-A26 D01-D02-D03-D09 D10-F09-F17-F20- M03-M05-M12- Y10
Out of Commission	9	A02-A07-A28-D05 D13-M01-M14- MJ01-MJ05
Secured - PFAs	2	A23 and-A25
TOTAL	120	

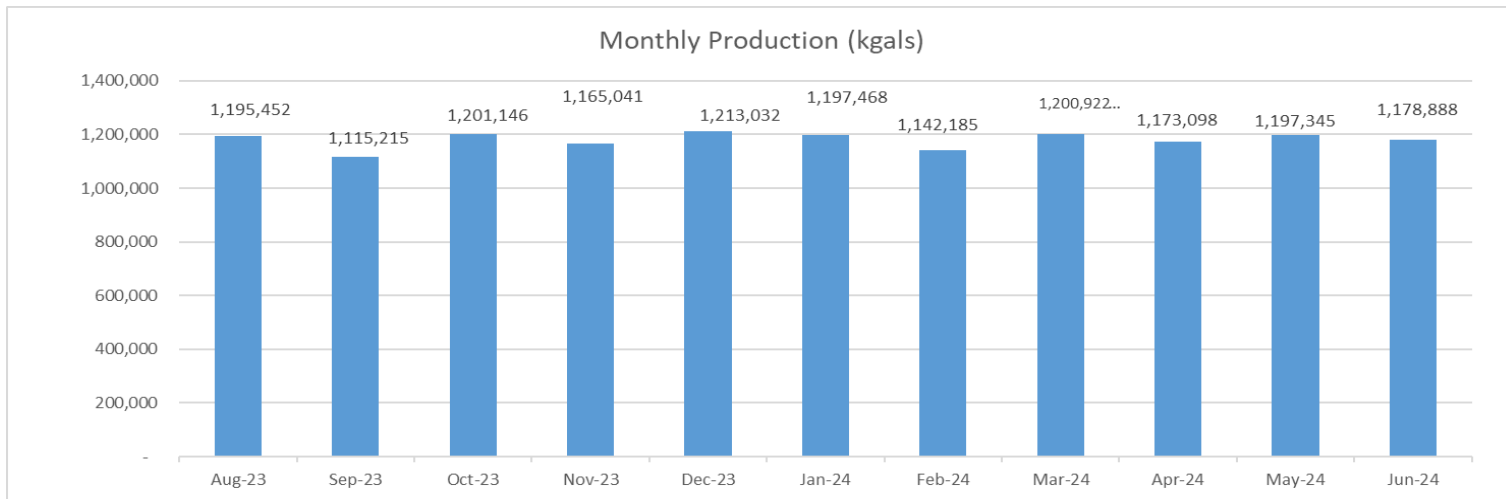
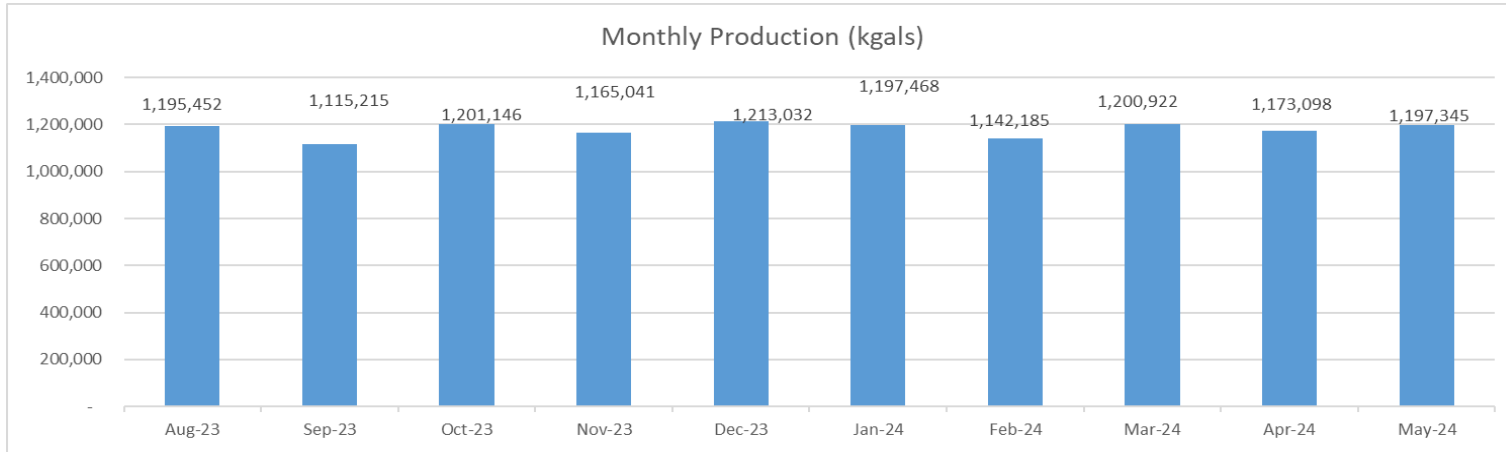
DW Status as of 6/30/2024		REMARKS
Active	97	DW units on line
Standby	1	A29
Grounded Motors, Offline, Mechanical Issue	11	A26-D01-D02-D03 D09-D21-M05- M12-M17A-Y05- Y16
Out of Commission	9	A02-A07-A28-D05 D13-M01-M14- MJ01-MJ05
Secured - PFAs	2	A23 and-A25
TOTAL	120	





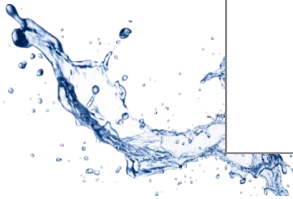
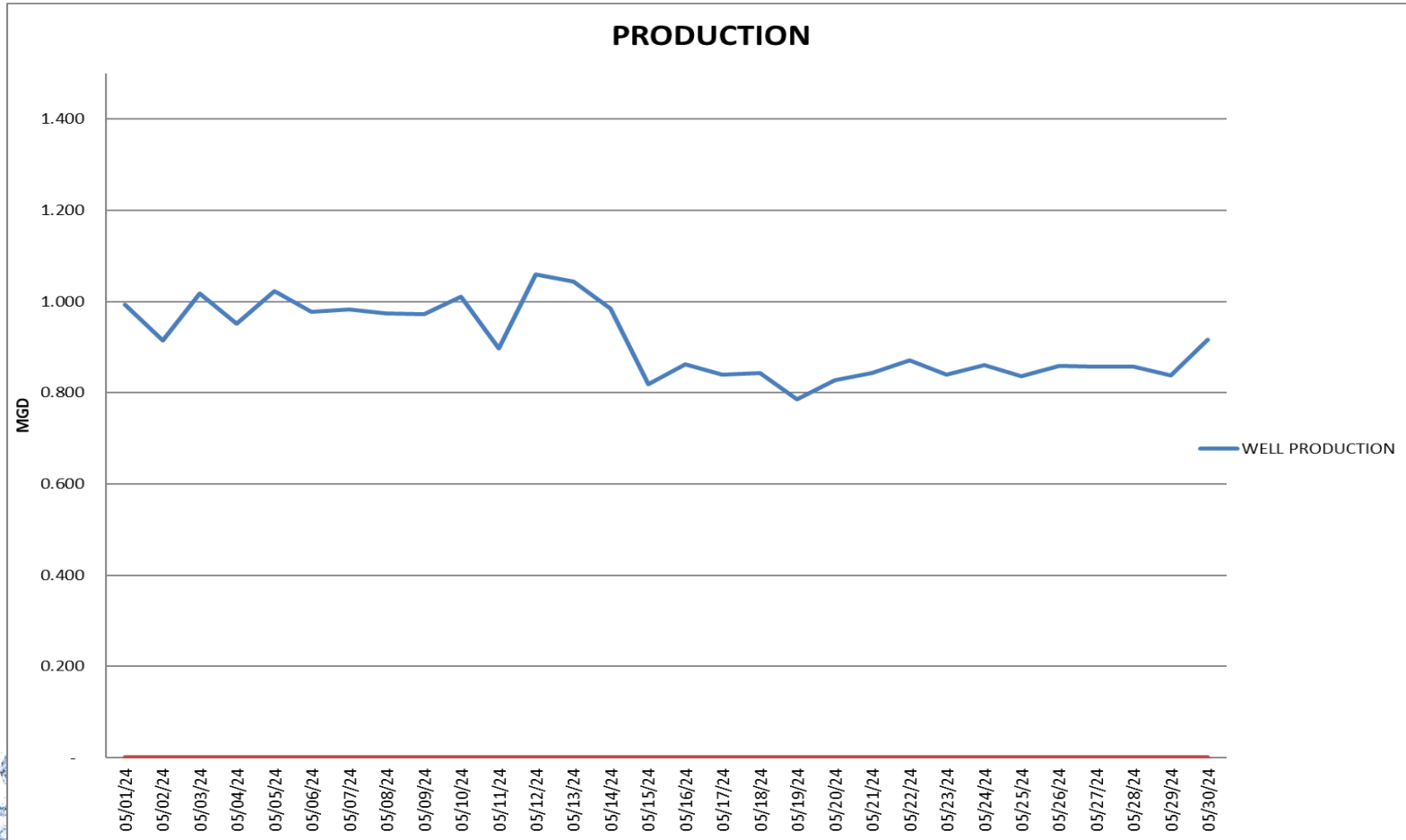
Operations Update

Water Production (May and June 2024)



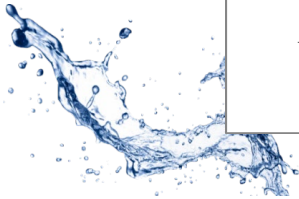
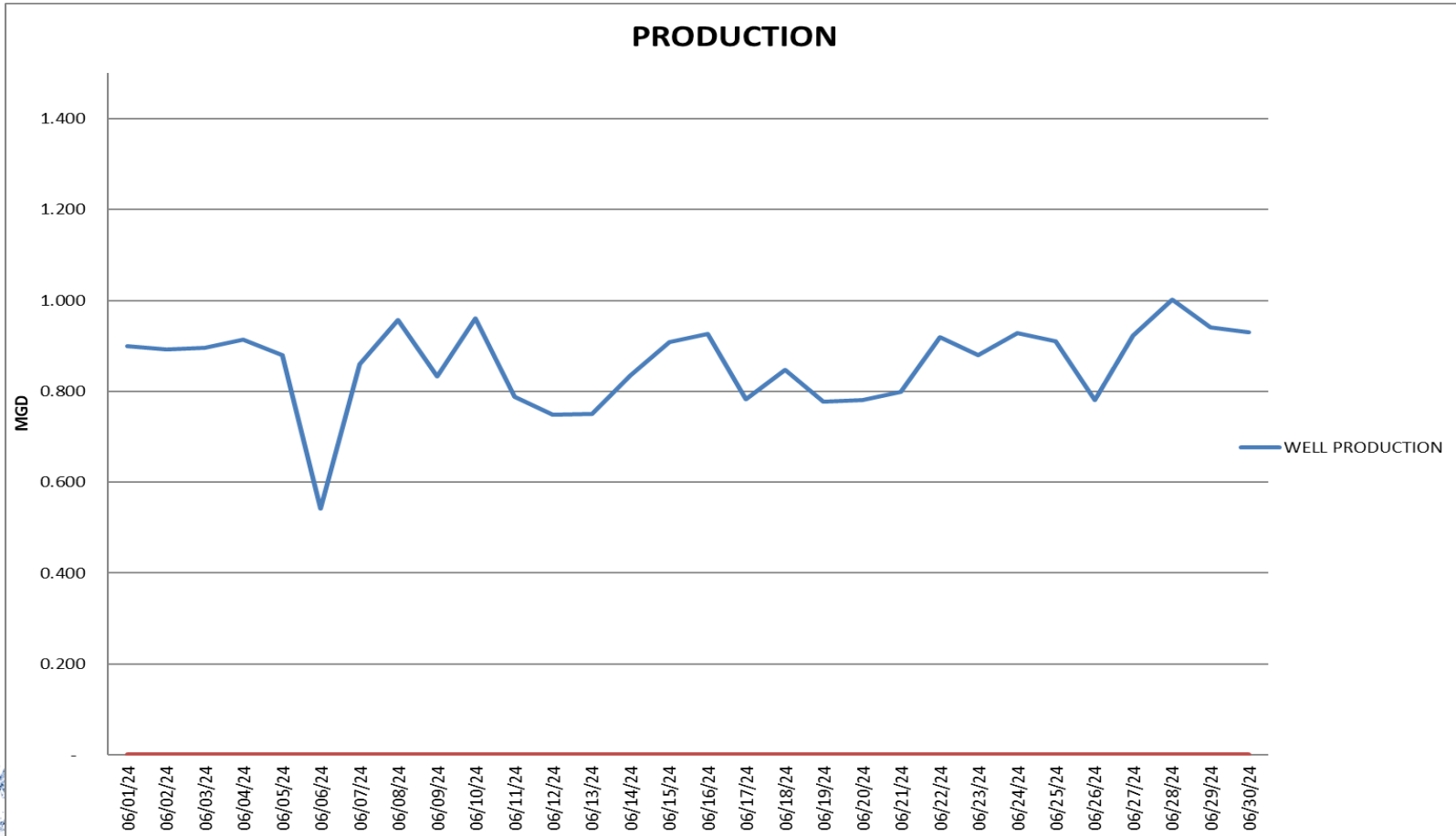


Tumon Maui Well Production (May 2024)





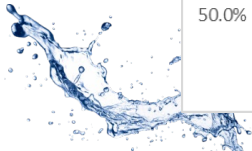
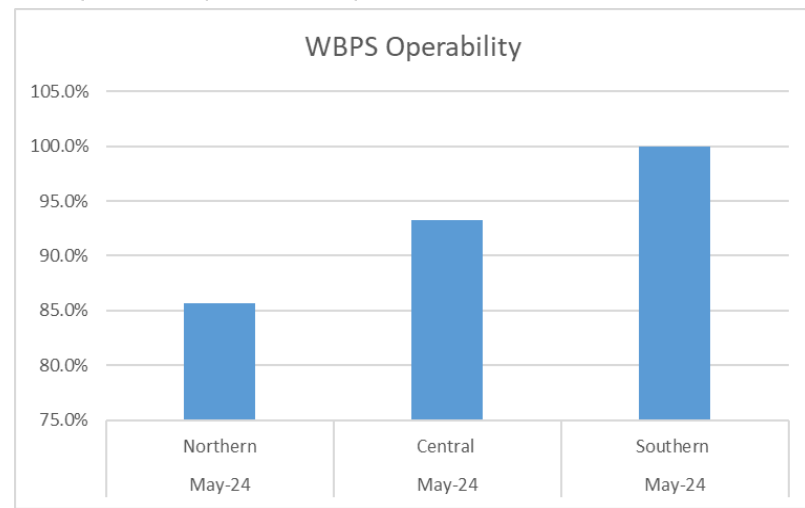
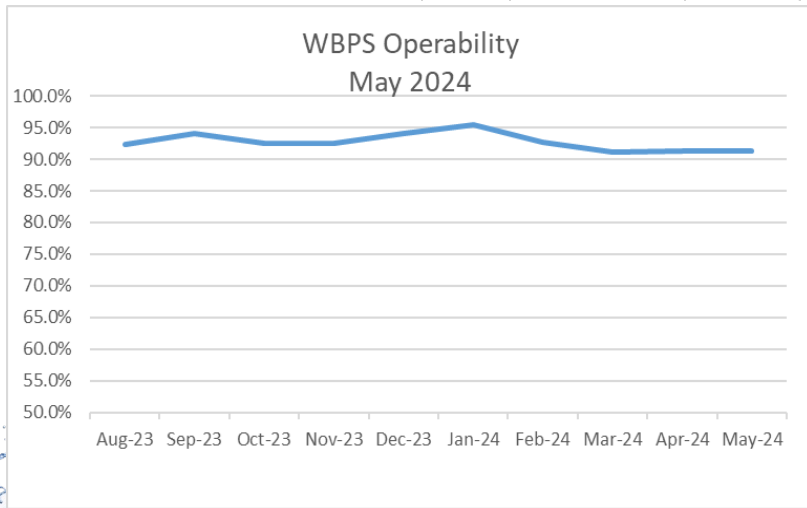
Tumon Maui Well Production (June 2024)





Water Distribution (May 2024)

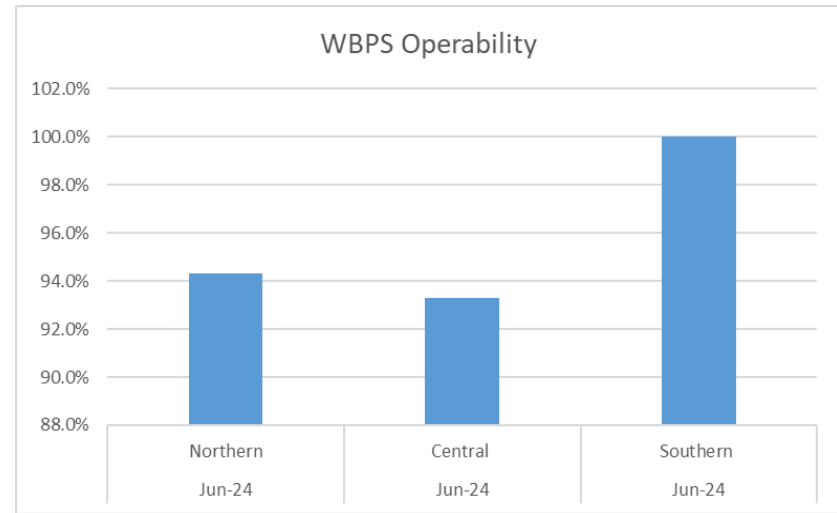
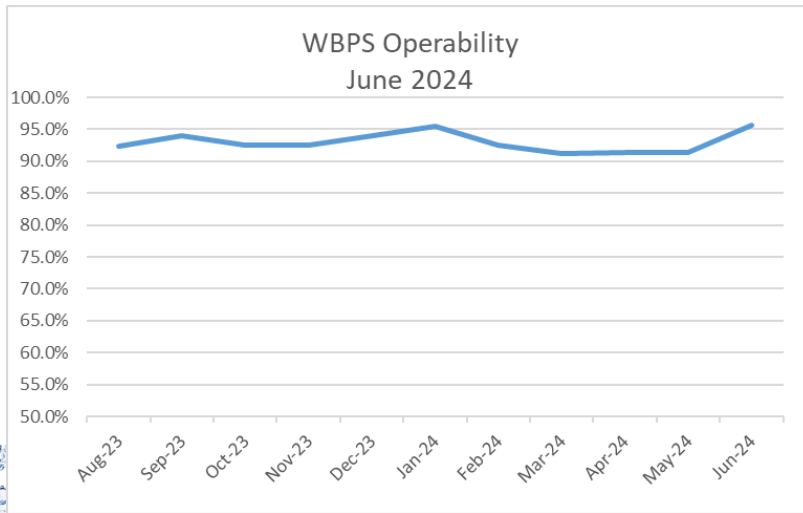
Monthly Distribution Summary - May 2024					
Water Booster Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	15	35	30	85.7%
	Central	7	15	14	93.3%
	Southern	8	19	19	100.0%
		30	69	63	91.3%





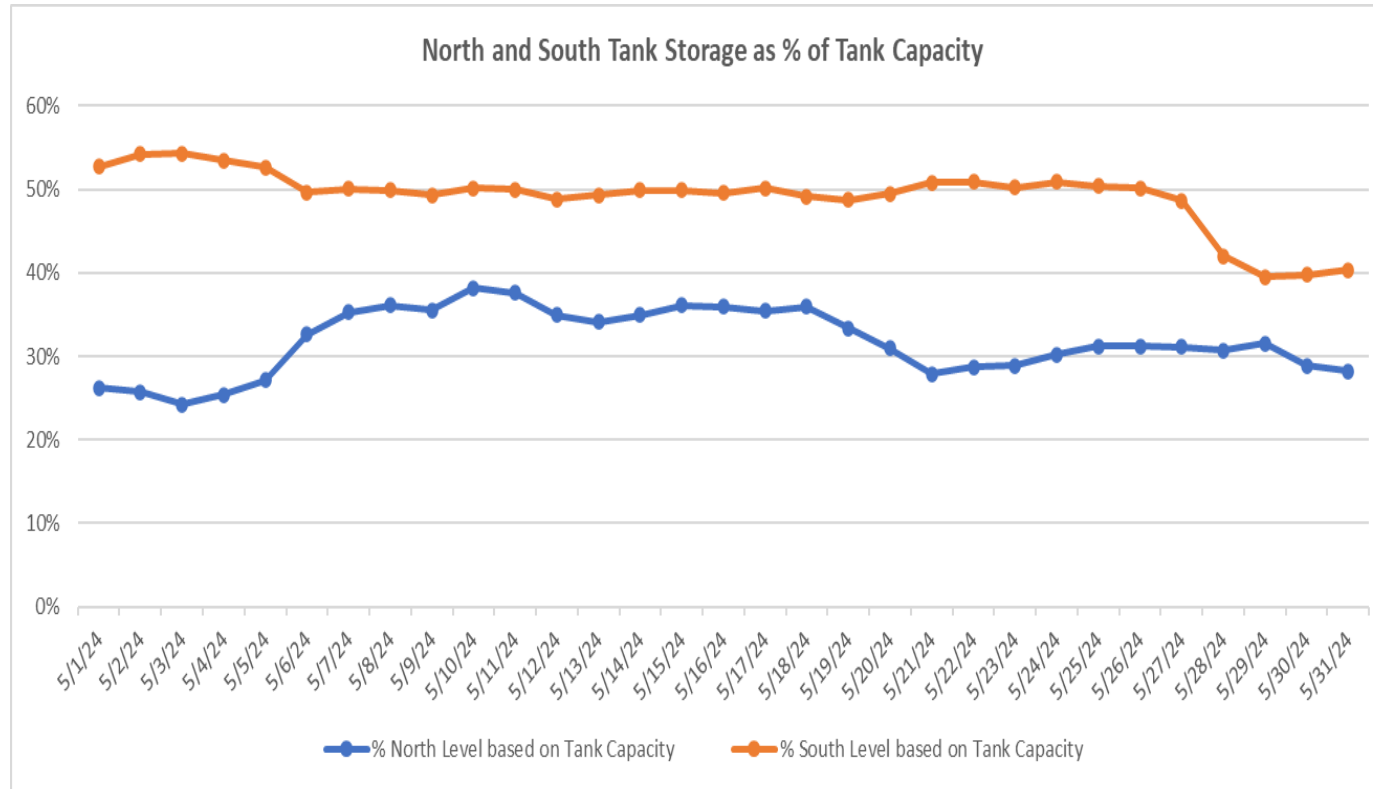
Water Distribution (June 2024)

Monthly Distribution Summary - June 2024					
Water Booster Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	15	35	33	94.3%
	Central	7	15	14	93.3%
	Southern	8	19	19	100.0%
		30	69	66	95.7%



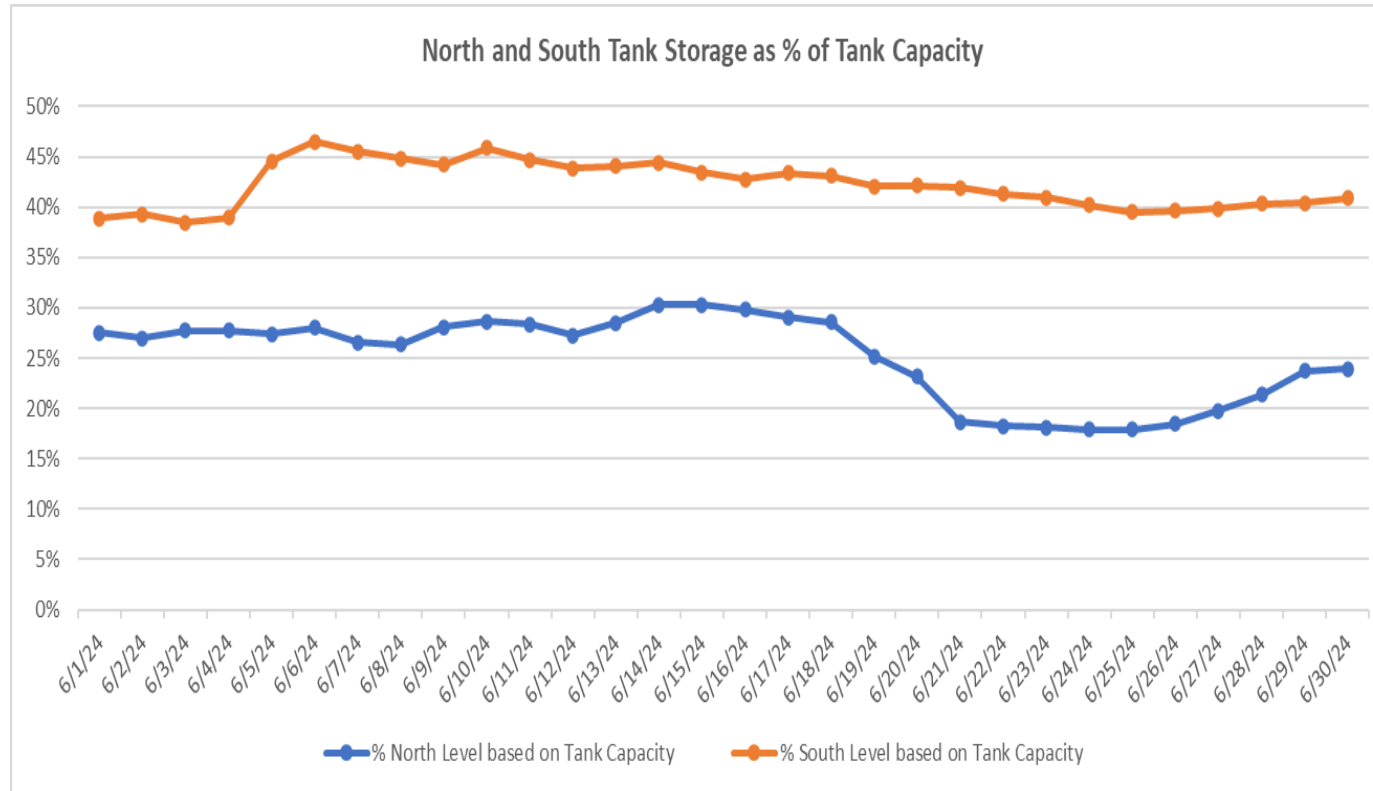


Water Distribution – Tank Levels (May 2024)





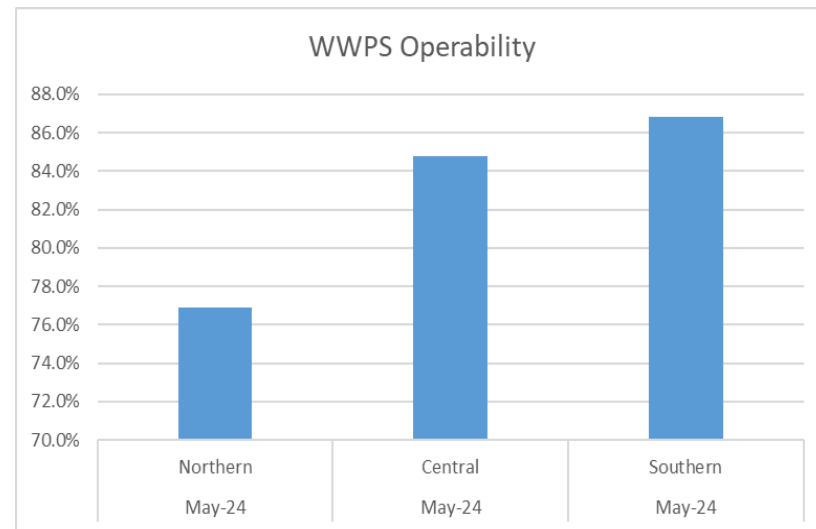
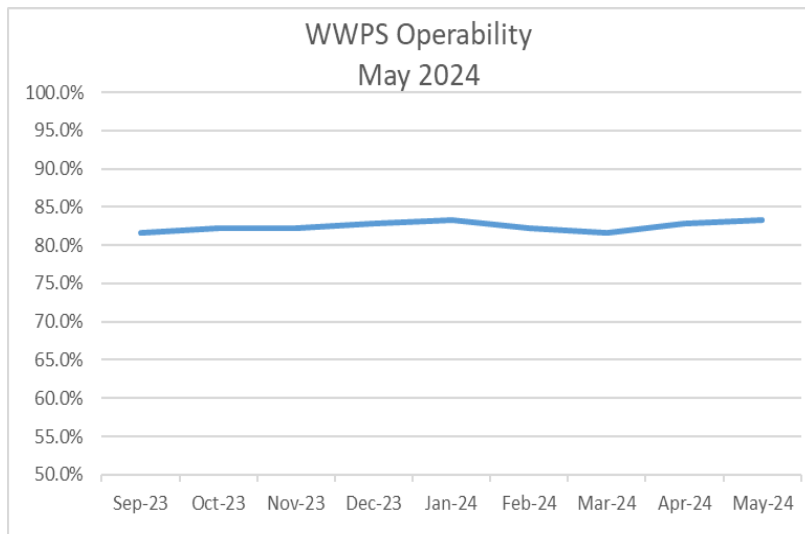
Water Distribution – Tank Levels (June 2024)





Wastewater Collections (May 2024)

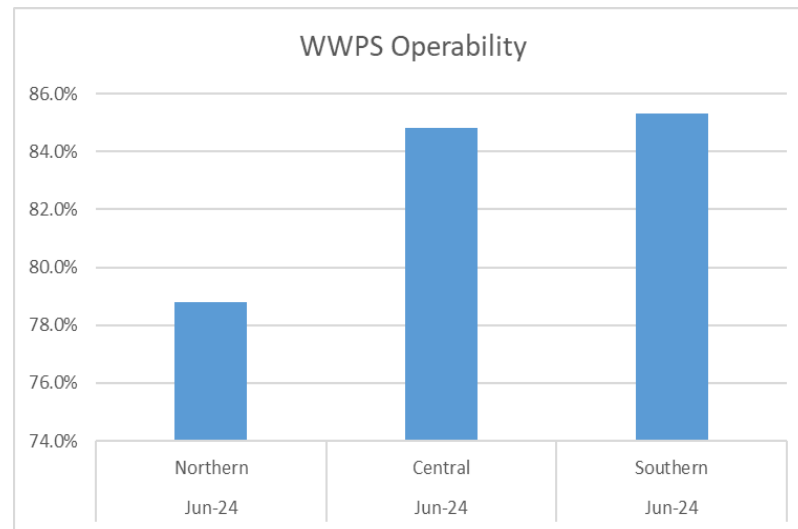
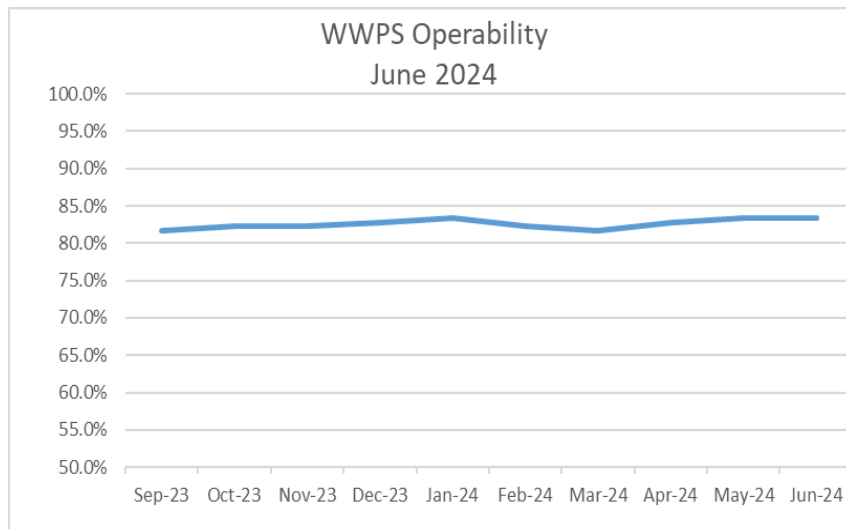
Monthly Collections Summary - May 2024					
Wastewater Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	22	52	40	76.9%
	Central	30	66	56	84.8%
	Southern	32	68	59	86.8%
		84	186	155	83.3%





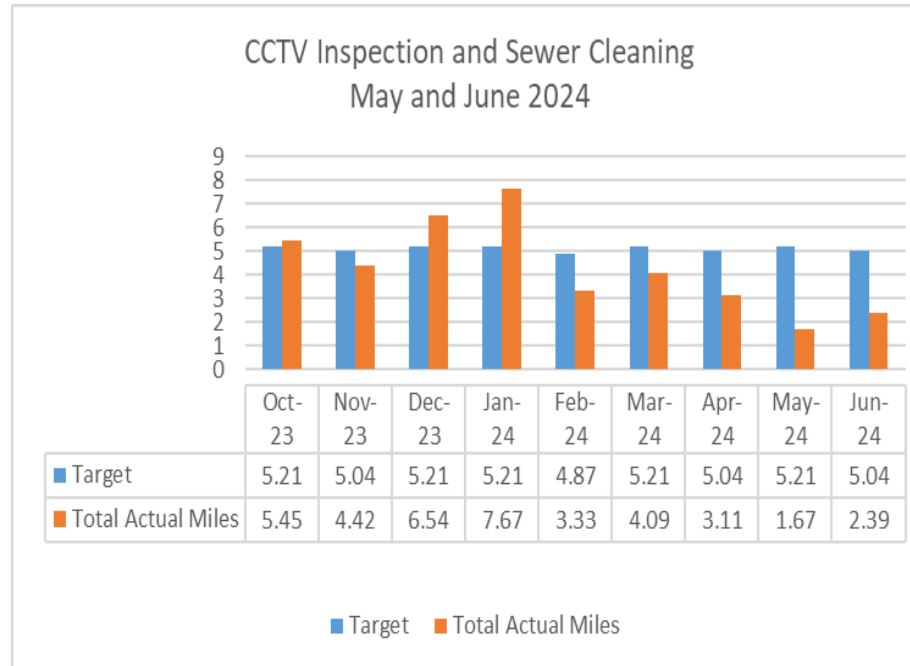
Wastewater Collections (June 2024)

Monthly Collections Summary - June 2024					
Wastewater Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	22	52	41	78.8%
	Central	30	66	56	84.8%
	Southern	32	68	58	85.3%
		84	186	155	83.3%





Wastewater Collections – CCTV (through June 2024)

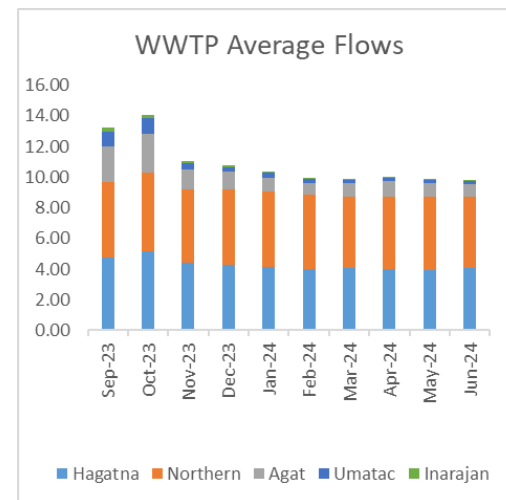
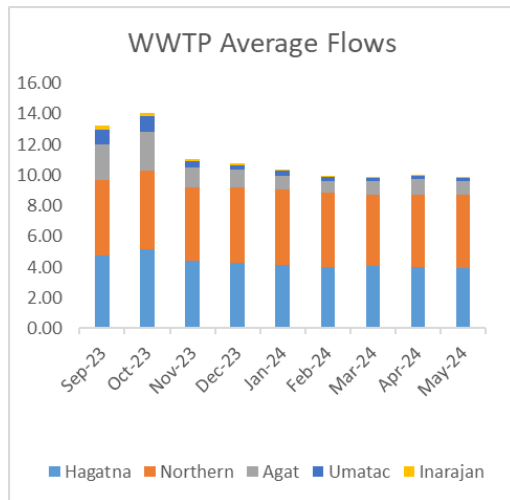




Wastewater Treatment (May and June 2024)

Monthly Wastewater Treatment Summary - May 2024				
WW Treatment Plants - Flows				
	Facility	Avg. Daily Flows	Sludge (lbs)	Sludge Disp. (\$)
	Hagatna	3.96	402,840	\$ 36,256
	Northern	4.76	739,860	\$ 66,587
	Agat	0.9	29,900	\$ 2,691
	Umatac	0.21		
	Inarajan	0.06		
		9.89	1,172,600	\$ 105,534

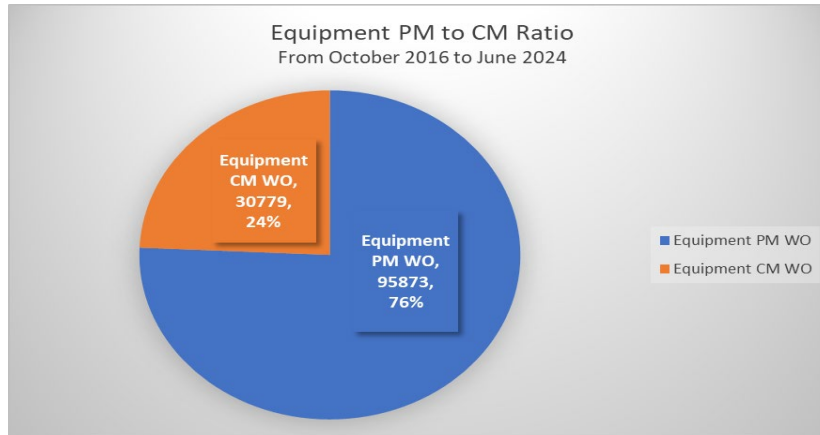
Monthly Wastewater Treatment Summary - June 2024				
WW Treatment Plants - Flows				
	Facility	Avg. Daily Flows	Sludge (lbs)	Sludge Disp. (\$)
	Hagatna	4.07	196,240	\$ 17,662
	Northern	4.67	774,420	\$ 69,698
	Agat	0.78	17,260	\$ 1,553
	Umatac	0.24		
	Inarajan	0.07		
		9.83	987,920	\$ 88,913



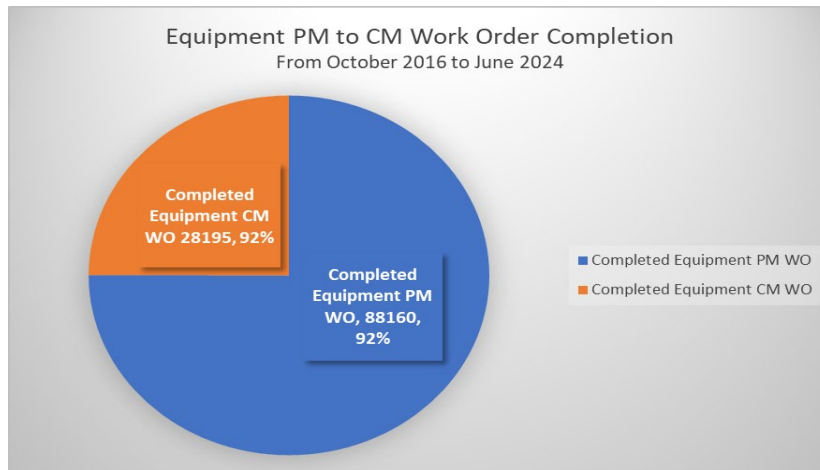


Asset Management (through June 2024)

I. Equipment Preventive Maintenance to Corrective Maintenance *Ratio*



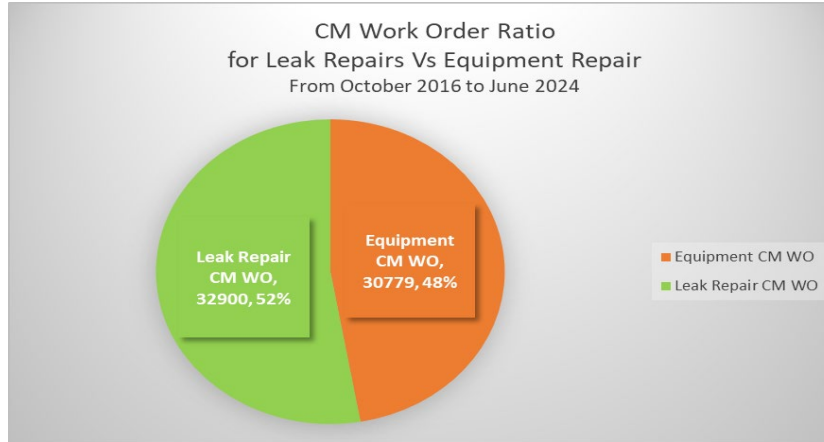
II. Equipment Preventive Maintenance to Corrective Maintenance *Work Order Completion*



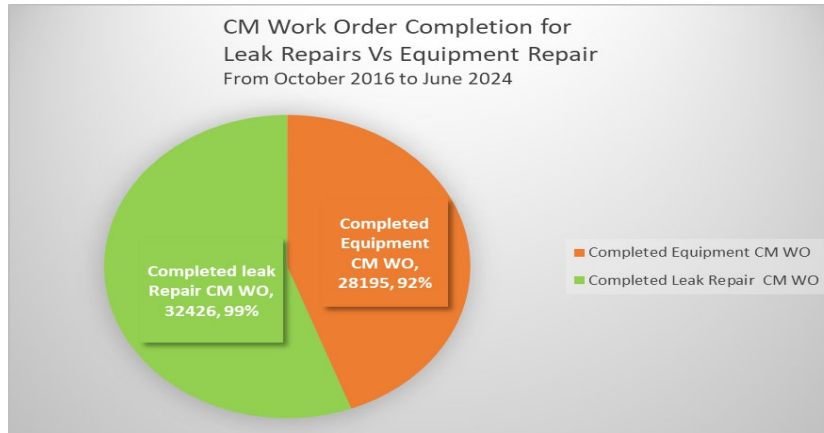


Asset Management (through June 2024)

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



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





One Guam Update (through June 2024)

No update on any property issues including Licenses/Leases, Property Transfers, easement request

- Interagency Billing & Contracts/Agreements
 - Process/Negotiations – in progress. GWA Finance and Legal are still waiting on comments.
- Other
 - GPA Interest in Water to Navy Meter at Power Substation across Micronesia Mall
 - GWA will be doing the work so no labor involved by Navy.
 - GWA will forward the application for water connection to DOD
 - Modeling
 - Andersen Interties
- Received updated SOW and RFI responded to them; waiting on final process. Andrew Fugal (B&C) waiting for comments.
- Potential for intertie at front gate – part of modeling; Andrew was going to look at the ability of GWA pulling water out of the Yigo tank site.
 - Easiest way is to connect though an intertie with the tanks and use to backfill 90/60 tank which doesn't involve much digging; secondary option would be to place another pipe between 90/60 tank and GWA's line that is near the front gate
- Defense Community Infrastructure Program (DCIP)
 - GWA submitted a letter requesting support from DOD. GWA is requesting funding from the DCIP to upgrade Asan Springs and the Brigade Booster Pump Station #2. GWA is waiting on the response.



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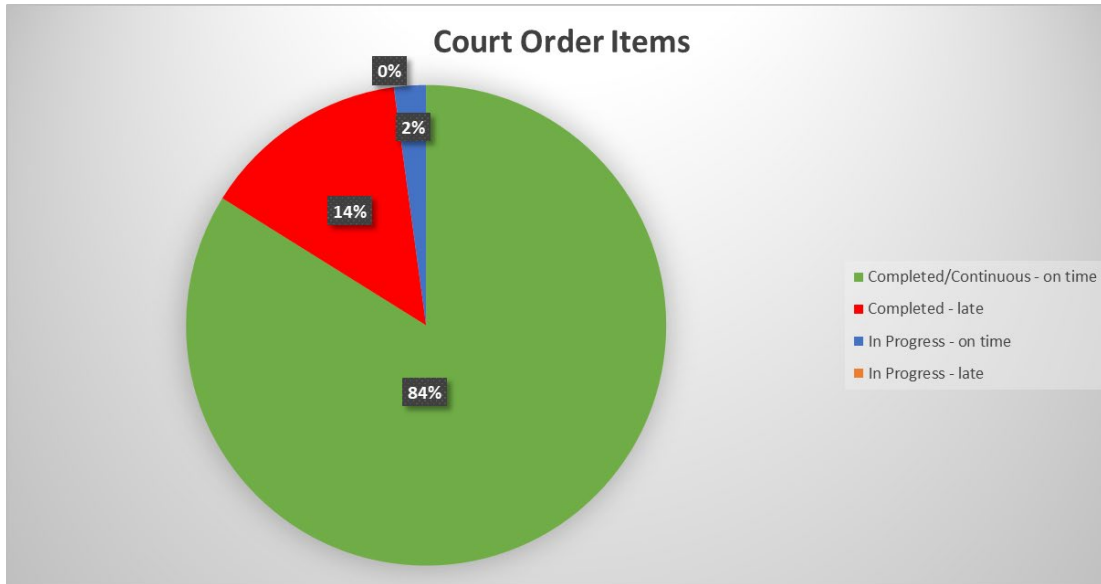
One Guam Update (through June 2024 - *continuation*)

- PFAS Study – Allonnia
 - GWA and the Navy received the results from Allonnia. The results are promising. The Navy will be moving forward to use with Allonnia with one of the wells at Naval Hospital. GWA and the Navy will discuss the possibility to share one of the treatment facilities using the Allonnia product. A small group will be brought together to discuss how this can be accomplished.
- AWIA (American Water Infrastructure Act) Working Group met to discuss what is needed including the MOA template provided by AWIA. DOD and GWA legal will need to review.
- New Business
 - Adacao SPS Potential Alternate Site
 - GWA has some wells in Adacao area that have the highest nitrogen concentrations, GWA is working to install sewer lines in that area (north of Radio Barrigada, between back road Carnation intersection and inland toward Barrigada Heights). GWA has some federal grant money to upgrade undersized water lines, put fire hydrants and infrastructure, and add the sewer lines so will need lift station.
 - GWA is negotiating with private land owner to acquire it preferred sites; if doesn't work out with the private land owners, GWA may request a portion of military property. GWA will need to request for an easement to access the property that is DOD property. GWA will provide the maps for the proposed sites.





Court Order Summary (through June 2024 – no changes)



Court Order Summary

	Court Order Items	%	Performance % Completed	Performance (on-time or completed)
Completed/Continuous - on time	78	84%	97.8%	100.0%
Completed - late	13	14%		
In Progress - on time	2	2%		
In Progress - late	0	0%		
Totals	93	100%		





Court Order – Status Information (May and June 2024)

- No CO delays since the Approval of CO time extension.

The following Overflows or ByPass events were reported up to June 13, 2024:

- May, 11, 2024, Control# 1412203, SMH-00462, Tamuning, Overflow – FOG
- May 17, 2024, SSO# 1446639, SMH-08552, Rt. 1, Hagåtña, Overflow – FOG
- May 19, 2024, SSO# 1446624, East O’Brien Drive, Hagåtña, Sewer overflow – FOG
- May 19, 2024, SSO# 1446835, Hyatt Regency Loading Dock, Tumon – PS Failure
- May 20, 2024, SSO# 1446757, Rt. 6 Halsey Dr, Asan, WW Clean-Out – FOG
- May 20, 2024, SSO# 1446895, Rt. 16, Harmon – Pipe Structure Failure
- May 22, 2024, SSO# 1447494, Southern Link Pump station – PS Failure
- May 24, 2024, SSO# 1447766, Rt. 16, Harmon – FOG
- June 4, 2024, SSO# 1450653, Mendioka St., Harmon – FOG
- June 13, 2024, SSO# 1453038, O’Brien Drive, Hagatna - FOG





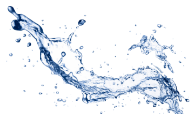
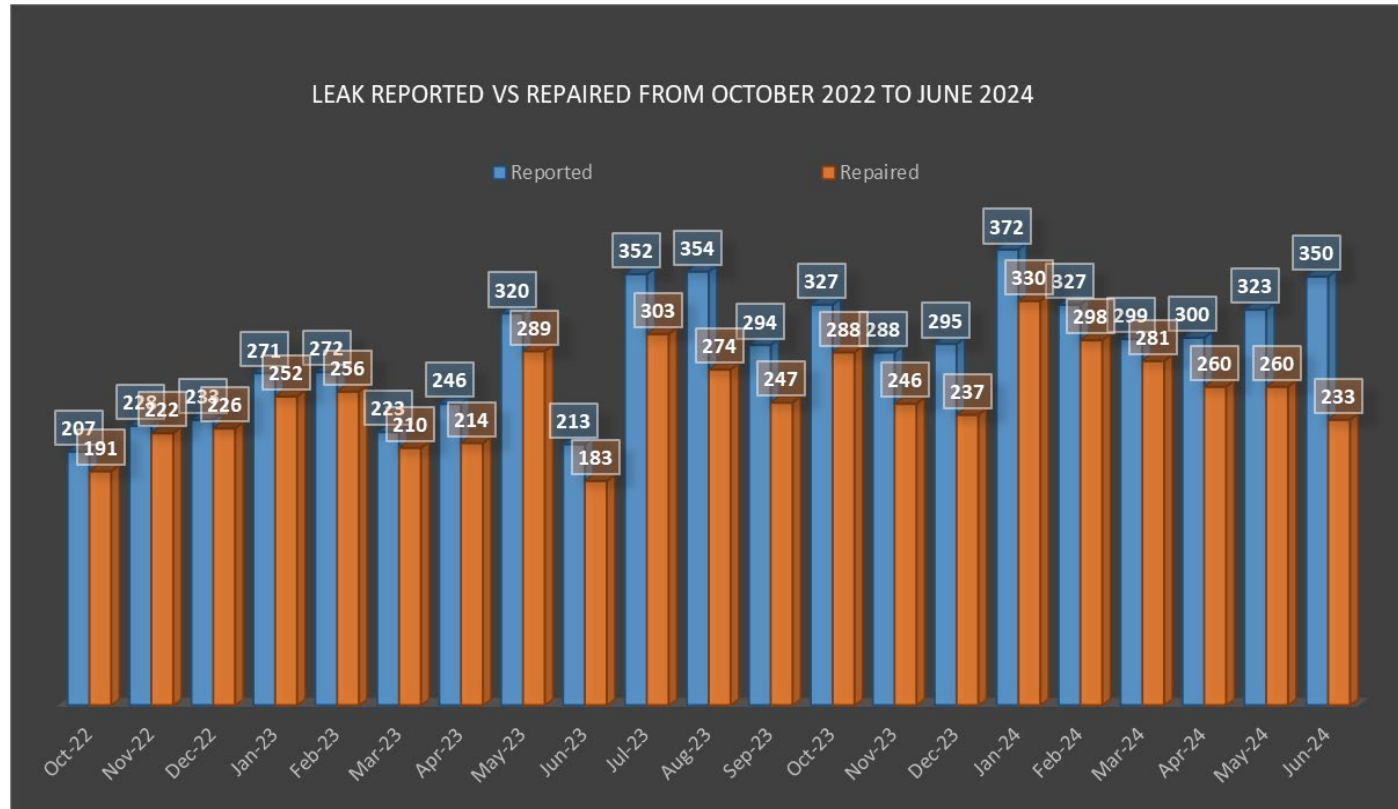
Land Acquisition Summary (through June 2024)

GWA Facility	Location	Gov. or Private Property	Land Acquisition Status
Tanks	Astumbo-L10164	Gov't. - CLTC	Petition of Land Registration package forwarded to Attorney General by DLM 11/04/19. AG pending court filing 06/30/2021 – Follow up status sent to DLM 10/06/2021; 11/03/2021; 01/27/2022; 03/04/2022; 05/12/2022; 07/07/2022;09/12/2022; 12/27/2022; DLM response 07/11/2023 have not been able to meet with Assignment AG for LR proceedings. Land Agent has followed up and emailed multiple times with Margarita at DLM on meeting with DLM attorney on status of Land Registration proceedings 10/02/2023. This process is crucial for GWA to acquire property for GWA reservoir. 02/01/2024: Follow up sent to Margarita at DLM; 02/09/2024: Response from Margarita at DLM- Because it has almost been 4 years since we requested the assistance of the AG to initiate the Land Registration, I would recommend that a formal letter from GWA requesting the urgency of the registration and indicate the reasoning behind it. This would support our request for immediate processing with the AG.
	Piti-L259	Private/Federal	Received final comments from DoAg. Waiting on the archaeological report before we can submit 299 forms. Waiting for permission from NPS to access the lot and perform the Archeological survey.
	Ugum River Intake/Booster Pump Station	Private	When the UGUM Water treatment plant was built in 1990, no land reservations for the area by the booster pump station, the Ugum river intake and access road. Land Agent currently researching the area under Lot 292, owned by the Aguon Family. GWA would need to secure a Grant of Easement for the access road and booster pump facility along the river intake. 12/19/2023: GWA coordinating with DCA for survey services to perform a boundary retracement survey of the subject lot to establish the limits of the survey; as-built existing facilities, structures, and road, to obtain + 2,376 square meters for the parcel and create the easement for GWA reservation. 03/06/2024: DCA field survey work begins.
Deep Wells	AG-12-L10154-4	Dept. of Agriculture/Manhita Farms	Right of Entry Agreement sent to Manhita Farms for signature 05/24/18. 2 nd follow up sent on 04/10/19; 08/03/2021. ROE Agreement information sent to GWA legal counsel for further review and processing 01/28/2022; 08/11/2023 –GM signed and submitted to DCA for final review and processing at DLM; 09/26/2023-Submitted to DCA for final map processing; 03/2024: Re-submitted survey map to DLM last week to change the new acting CLTC Administrative Director.
Booster Pump Station	Agfayan-T3734 B19 L28	Private	TGE working on structural design for pump station area for L28, B19, T3734, Inarajan 11/07/19. Letter of Decision received by CLTC 06/09/2021. CLTC has responded for in-kind service letter 10/08/2021. 1 st appraisal report submitted to GWA 05/11/2022. 2 nd appraisal submittal to GWA 09/20/2022. Appraisal report sent to GM/legal counsel for review, approval and response 09/22/2022. Garrett stated updated appraisal report cost is \$2500 each. Funding needs to be requested 10/02/2023.
Asan Springs	Asan-L501	Federal	<ul style="list-style-type: none"> Revised Environmental Assessment report with NPS for review. 1/25/24 09/18/2023: The Office of Congressman Moylan has offered assistance to work with the NPS in completing the EA and Finding of No Significant Impact (FONSI) along with the Right of Way agreement to GWA, the EA is a prerequisite of the ROE agreement.
Adacao Sewer PS	T293 L19 Mangilao	Private	<ul style="list-style-type: none"> May 2, 2023: Right of Entry request sent to owners of properties for potential pump station sites May 15, 2023 – August 30, 2023: Right of Entry letters received by owners. Received responses from owners of Lot 19 Tract 293 (Natividad Trust & BME) and Lot 14-R2 Tract 293 (Angelita Sionosa). No response from Angelita after initial contact. September 15, 2023: DCA met with Natividad Trust & BME to discuss pump station on L19 T293 September 25, 2023: Right of entry for Natividad Trust & BME L19 T293 signed by GM January 26, 2024: DCA met with Natividad Trust & BME to progress with appraisal January 30, 2024: Appraisal conducted on L19 T293 March 13, 2024: Appraisal received May 3, 2024: Received Ownership and Encumbrance Report on L19 T293 May 15, 2024: Letters of Decision sent to property owners of T293 L19 June 03, 2024: Followed up on LOD, no response yet from property owners June 18, 2024: property owner responds with willing to sell June 20, 2024: GWA sends offer letter June 20, 2024: property owner responds with counter offer June 25, 2024: GWA sends revised offer letter June 26, 2024: property owner accepts GWA's revised offer June 26, 2024: land agent to draft land purchase agreement for review



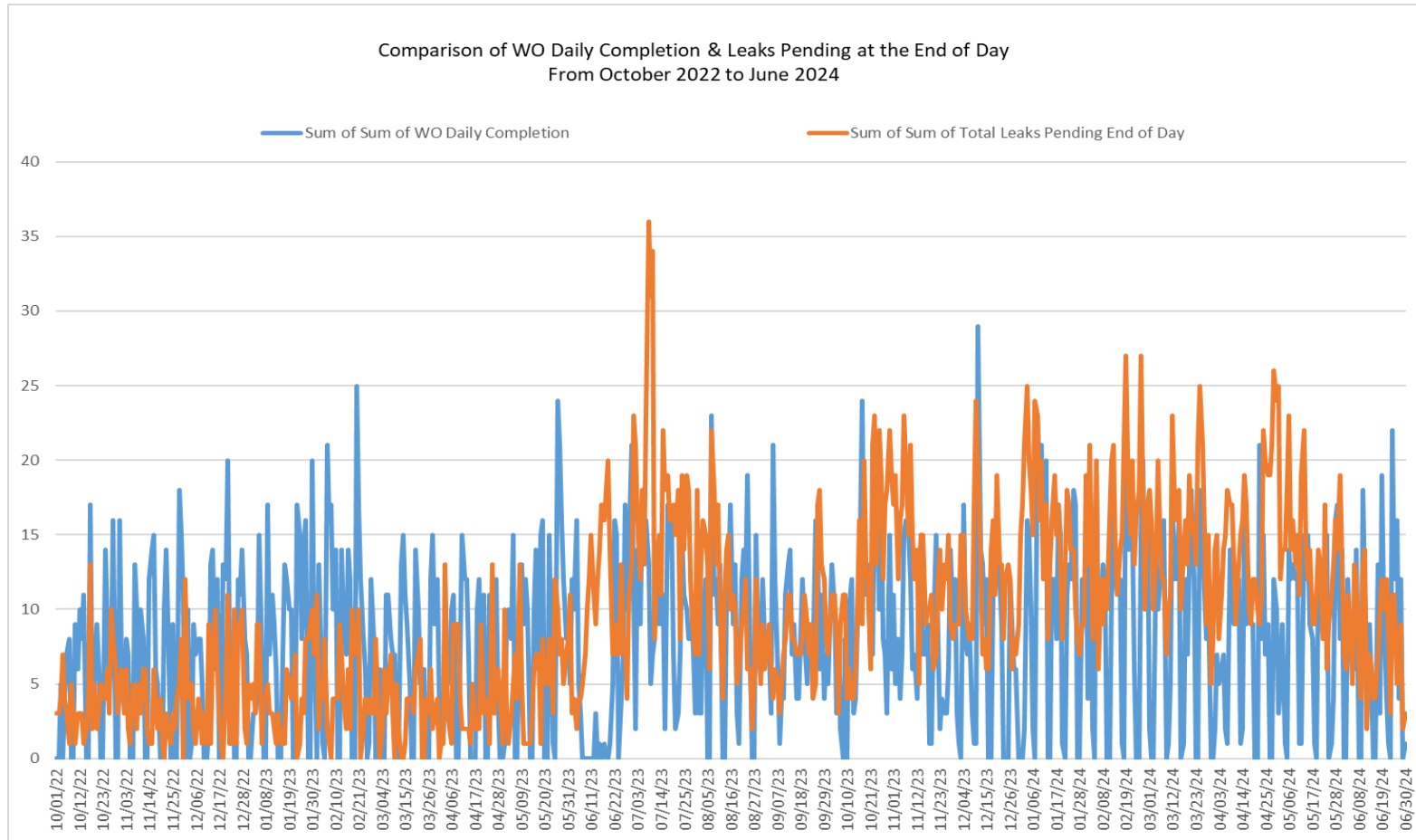


Comparison of Leaks Reported vs. Leaks Repaired (through June 2024)



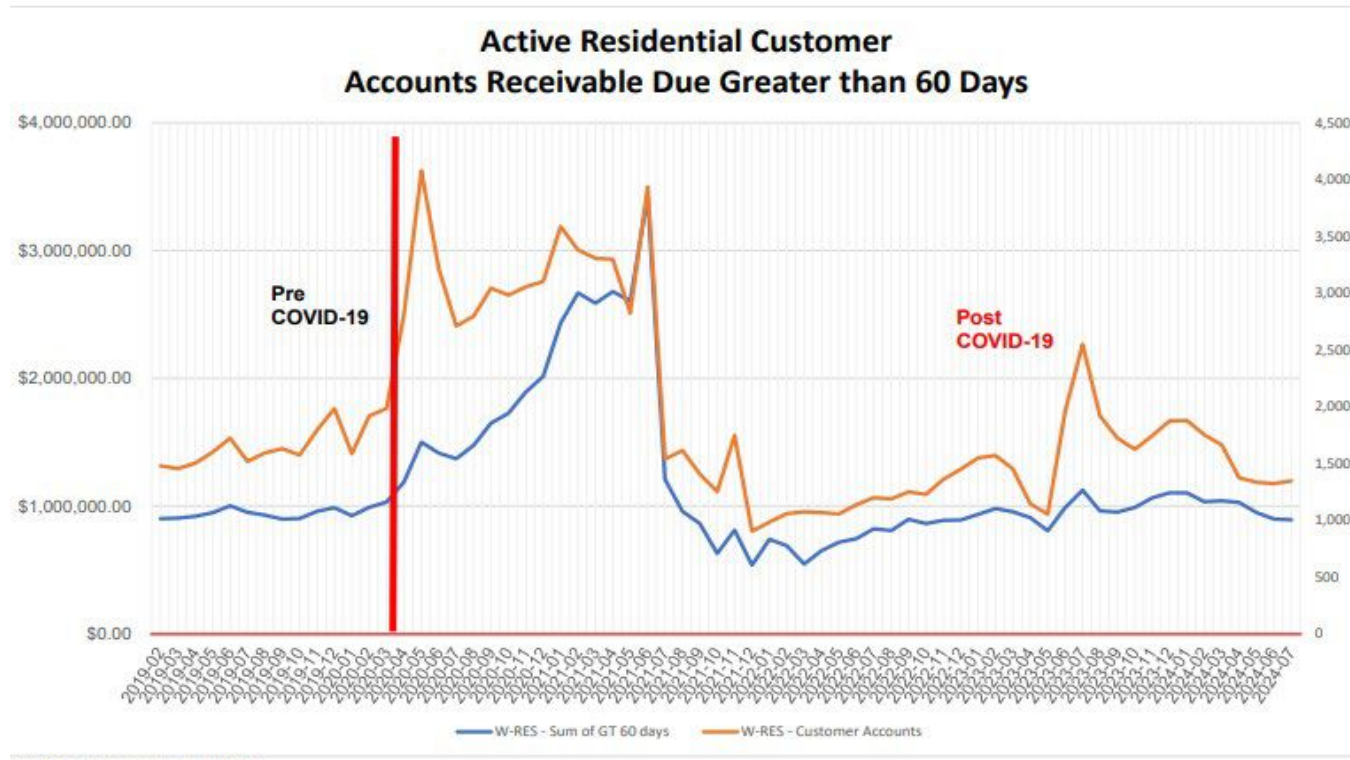


Daily Leak Repairs (through June 2024)





Accounts Receivables – Active Residential Customers (through June 2024)

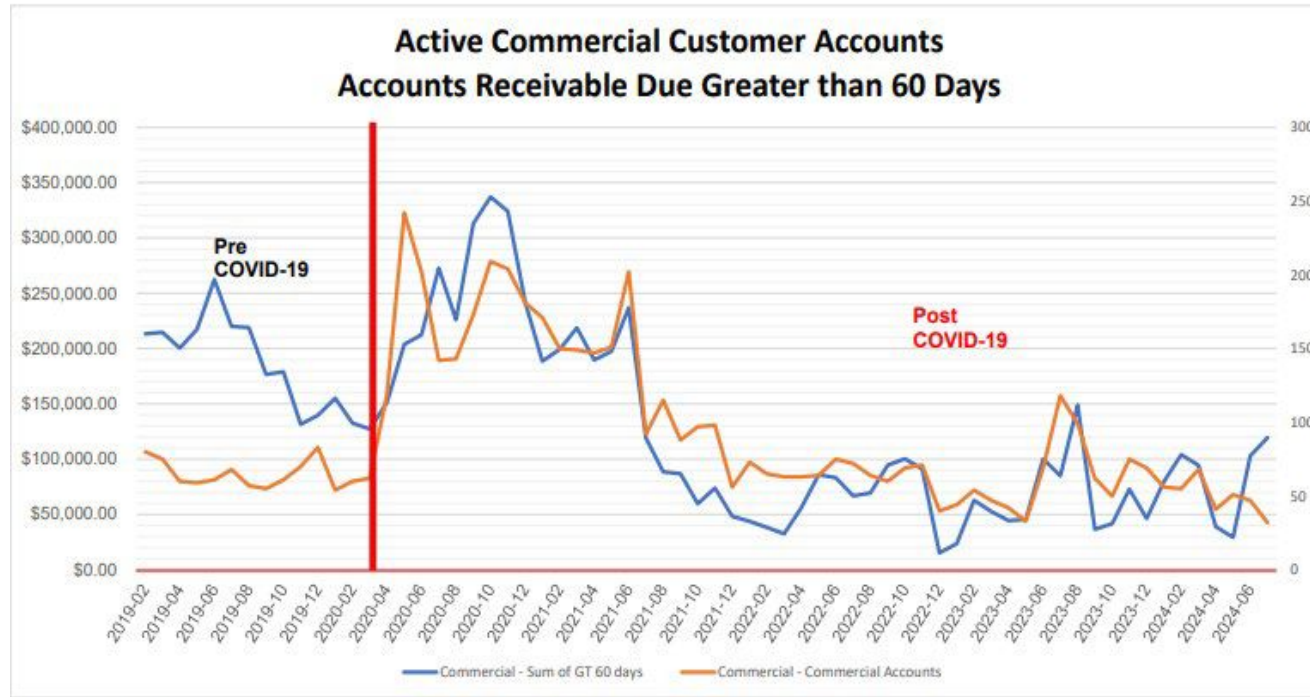


* Excluding customers on payment plans





Accounts Receivables – Active Commercial Customers (through June 2024)



* Excluding customers on payment plans





Highlights of Customer Care Section Operations (May 2024)

- The average wait time for all 3 locations is 3 minutes as compared to 3.4 minutes for April 2024.
- The number one reason for visit to each GPWA location for the month of May 2024 is
 - Gloria B Nelson Public Service Bldg. Fadian = Apply for water
 - Julale Satellite Office = Copy of bill
 - Upper Tumon Satellite Office = Apply for water
- The total number of Facebook visits in May is 7507 as compared to 4722 for April 2024.
- Instagram profile visits for May 2024 are 397 as compared to 310 in April 2024.
- May 2024 average number of active pay plans is 366 which compares similarly to 389 in April 2024.
- 890 total emails were received in May 2024 as compared to 519 in April 2024.
- Meter Reading Unit reported a small decrease in the successful electronic read percentage average @ 94.6% as compared to 95.5% in April 2024. The decrease is the result of depleting endpoint battery life.
- Field activities were created for all meters with confirmed endpoints having no battery charge starting in May 2024. These additional field activities will remain in pending status until endpoint replacements arrive on the island and are installed on active meters.
- 12.8% of GWA active customer meters recorded ongoing private side leakages in May 2024 which compares similarly to April 2024 @ 12.9%.
- All Supervisors and Program Manager successfully completed in person USERRA training.





Highlights of Customer Care Section Operations (June 2024)

- The average wait time for all 3 locations for the month of June 2024 compares similarly to the wait time recorded in May 2024 of 3 minutes.
- The number one reason for visit to each GPWA location for the month of June 2024 is:
 - o Fadian office – Apply for water
 - o Julale office – Bill Dispute
 - o Upper Tumon – Apply for water
- The total number of Facebook visits in June 2024 is 7400 as compared to May 2024 @ 7507.
- Instagram profile visits for June 2024 are 339 as compared to May 2024 @ 397.
- June 2024 average number of active pay plans is 365 as compared to May 2024 @ 366.
- 733 total emails were received and responded to in June 2024 as compared to 890 in May 2024.
- The Meter Reading Unit reported a small decrease in successful electronic read percentage average @ 94.3% for June 2024 as compared to 94.6% for May 2024. The decrease continues to be the result of depleted endpoint battery life.
- 12.6% of GWA active meters recorded ongoing leakages for the month of June 2024 as compared to 12.8% in May 2024.
- All Customer Care Section team members successfully completed 2 online training sessions in June 2024 in the areas of Defining and Handling Sensitive Information and Recognizing & Avoiding Conflicts of Interest.
- One Utility Customer Experience weekly work sessions continue with both GPA and GWA Program Managers and Section Supervisors working diligently towards improving service to our ratepayers.



Issues for Resolution

CCU Regular Board Meeting

July 24, 2024



Creation of Legal Analyst Position

Relative to the Approval of the Creation of the Legal Analyst Position in the Classified Status and the Adoption to GPA's and GWA's Certified, Technical, and Professional List of Positions

GWA Resolution No. 17-FY2024 / GPA Resolution No. FY2024-20

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

- The absence of a Legal Analyst position hinders the ability of GWA and GPA legal counsels to prepare legal documents, conduct research and case preparation, stay informed on rules of practice before courts and adjudication bodies, and interview clients and witnesses. By creating the Legal Analyst position specifically for GWA and GPA, the minimum qualification and illustrative examples of the position would provide greater flexibility to accomplish the overall goals and key performance indicators for the legal section for both utilities.

Where is the location?

- The Legal Analyst position is organizationally based with the Legal Division within the Guam Waterworks Authority and the Guam Power Authority.

How much will it cost?

- The proposed pay ranges and demonstration of compliance with §6301 of this Title: GWA's compensation plan was authorized by P.L. 28-159 and approved by the CCU in October 2007. The proposed compensation follows the Strategic Pay Plan Methodology. The proposed salary range to fill the position is as follows:
- Legal Analyst **GWA** (25th Market Percentile: 2022 Market Data)
Minimum: \$61,152.25 per annum / \$29.40 per hour
Maximum: \$63,635.00 per annum / \$30.59 per hour
- Legal Analyst **GPA** (30th Market Percentile: 2022 Market Data)
Minimum: \$62,199.57 per annum / \$29.90 per hour
Maximum: \$64,725.12 per annum / \$31.12 per hour

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Creation of Legal Analyst Position *(continuation)*

Relative to the Approval of the Creation of the Legal Analyst Position in the Classified Status and the Adoption to GPA's and GWA's Certified, Technical, and Professional List of Positions

GWA Resolution No. 17-FY2024 / GPA Resolution No. FY2024-20

When will it be completed?

- The petitions shall be posted on the agency, department, or public corporation's website for ten (10) days (except Saturdays, Sundays, and government of Guam holidays). After the posting, the General Manager shall forward the petition along with evidence of his compliance with 4 GCA, Chapter 6, §6303.1(a), to the governing board or commission who, if they approve the same, shall approve the petition by resolution and file the petition and resolution for records with the Director of Administration and the Legislative Secretary.
- No new position may be filled until after compliance with the provision of this Section and thirty (30) days have elapsed from the filing date with the Legislative Secretary.

What is the funding source?

- GWA and GPA are responsible for the funding available for these positions and for ensuring compliance with all applicable laws, rules, and regulations regarding the creation, filling, and retention of positions in certified, technical, and professional positions. The funding of this position has no financial impact on the Government of Guam General Fund.

The RFP/BID responses (if applicable):

- Not Applicable

Laboratory Testing Services

Relative to the Approval of the Procurement of Laboratory Testing Services with Eurofins Eaton, Inc.

GWA Resolution No. 24-FY2024

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

- GWA's contract for laboratory testing services, which are to support our own laboratory operations and provide the needed analysis required by the Safe Drinking Water Act and Guam Primary and Secondary Safe Drinking Water Standards has expired. There is a pressing need to replace the existing Laboratory Service Contract that expired in January of this year.

Where is the location?

- Services will be provided to GWA through our new GWA Laboratory facility in upper Tumon.

How much will it cost?

- Approximately Five Hundred Ninety-two Thousand Eight Hundred Twenty-Eight Dollars and Thirty-Three Cents (\$592,828.33) per year based on previous expenditures or One Million Seven Hundred Seventy-Eight Thousand Four Hundred Eighty-Five Dollars (\$1,778,485.00) for three (3) years.

When will it be completed?

- Implementation date is July 2024 and will have an initial term of 3 years.

What is the funding source?

- Internal cash flow.

The RFP/BID responses (if applicable):

- The IFB for an indefinite quantity agreement has been completed.

2024 Interim Water Resource Master Plan

Relative to the Approval of Amendment for the Indefinite Delivery/Indefinite Quantity (IDIQ) Professional Project/Construction Management Services Contract for the 2024 Interim Water Resource Master Plan

GWA Resolution No. 26-FY2024

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

- GWA currently has an IDIQ contract with Brown and Caldwell. Change Order (Amendment) No. 2 to Task Order No. 8 is needed to perform additional scope of work to complete the ongoing 2024 Interim update of the Water Resources Master Plan Update due to additional scope related to the calibrating the sewer model, expanding the sections addressing asset management and SCADA, including the latest developments connected to the system, incorporating Consent Decree mandated projects, emerging contaminants (such as PFAS), and conceptual analysis for PFAS removal treatment. Furthermore, Task Order No. 9 is added to the IDIQ Contract to provide technical input needed to support additional hydraulic Modeling services for water and wastewater services.

Where is the location?

- Both Task Order No.8 Amendment No. 2 and Task Order No. 9 pertain to the completion of the 2024 Interim Water Resource Master Plan as well as hydraulic modeling of the water and sewer systems across Guam. There are no construction activities associated with this Task Order.

How much will it cost?

- The cost for Task Order No. 8 Amendment No. 2 is \$152,317.00 and the cost for Task Order No. 9 is \$50,000.00 for a total cost of \$202,317.00. The current authorized IDIQ contract amount for Task Orders 1 through 8 is \$2,563,250.00. Task Orders issued to date include:

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2024 Interim Water Resource Master Plan *(continuation)*

Relative to the Approval of Amendment for the Indefinite Delivery/Indefinite Quantity (IDIQ) Professional Project/Construction Management Services Contract for the 2024 Interim Water Resource Master Plan

GWA Resolution No. 26-FY2024

How much will it cost?

- Task Order 1 for the Consulting Engineers Report
 - Task Order 2 for Project Management of the Route 4 Sewer Rehabilitation Project
 - Task Order 3 for Project Management of the Route 1 Asan-Adelup Sewer Rehabilitation Project
 - Task Order 4 for Project Management of the Southern SSES Sewer Project
 - Task Order 5 for the Cost-of-Service Study
 - Task Order 6 for Water Meter Technical Assistance
 - Task Order 7 for Consent Decree Assistance
 - Task Order 8 for the Interim Water Resources Master Plan Update and Amendment No. 1
- The resulting increase with Task Order No. 8 Amendment No. 2 and Task Order No. 9 is \$2,765,567.00.

When will it be completed?

- The Hydraulic Modeling Support is complete and. The Interim Water Resources Master Plan Update is anticipated to be complete by September 2024.

What is the funding source?

- The funding source will be from the revenue bonds, internally generated funds or other funding source.

The RFP/BID responses (if applicable):

- Not Applicable.

GWA SCADA System – Phases 1 and 2

Relative to the Approval to Procure the Design-Build of Guam Waterworks Authority SCADA – Phases 1 and 2

GWA Resolution No. 28-FY2024

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

- The objective is to design-build a GWA SCADA Control Center and integrate all existing local SCADA systems located at various GWA facilities with the SCADA Control Center consisting of the following:
- Provide GWA with a secured, modern SCADA control room, with separate areas for SCADA development workstations, as well as separate area for the current dispatch office, and
- Assess all existing GWA locations that have local SCADA systems, implementing any remedies that may be necessary, and establishing connections of the GWA locations with the SCADA Control Center to begin system monitoring and data acquisition of these locations.
- Provide continuous support to develop and integrate new facilities, optimize, calibrate, maintain and train GWA on all aspects of the SCADA system for three (3) years with two (2) one (1) year options
- There are four (4) phases identified in the resolution are not meant to be sequential; SCADA equipment are included in most water (Phase 3) and wastewater (Phase 4) CIP. So as the various CIPs are completed, those sites can be integrated into the SCADA Control Center utilizing the service contract that would be in place.

Where is the project located?

- The GWA SCADA Control Center will be installed in the Gloria B. Nelson Public Service Building, Fadian. The GWA facilities are located throughout the island, including: Northern District Wastewater Treatment Plant, Agat-Santa Rita Wastewater Treatment Plant, Hagatna Wastewater Treatment Plant, several Sewage Pump Stations as required by the 2024 Consent Decree, Ugum Surface Water Treatment Plant, several water wells, water booster stations, water reservoirs and pressure regulating valve sites.

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GWA SCADA System – Phases 1 and 2 *(continuation)*

Relative to the Approval to Procure the Design-Build of Guam Waterworks Authority SCADA – Phases 1 and 2

GWA Resolution No. 28-FY2024

How much will it cost?

- \$4,853,855.00 has been identified to initiate the implementation of the SCADA system. As funding becomes available, GWA management will return to the CCU for approval to supplement the scope for Phase 1 and Phase 2 and for approval of Phase 3 and Phase 4, if needed.

When will it be completed?

- Phase 1 and Phase 2 is anticipated to be completed in 450 days.

What is the funding source?

- Bond funds and other appropriate funding sources, including FEMA, USEPA and other grants, should they become available.

Hydraulic Modeling Services

Relative to the Approval of the Indefinite Delivery/Indefinite Quantity Hydraulic Modeling Services and GIS Support Professional Services Contract for Water and Wastewater Systems

GWA Resolution No. 29-FY2024

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

- The objective is to update water and wastewater hydraulic models, calibrate the models, analyze scenarios, conduct training, and update and provide accurate GIS data with field verification over a five (5) year period to support consent decree requirements, new area developments and capital improvement program. The project is part of ongoing efforts to maintain and optimize water and wastewater system infrastructure.

Where is the project located?

- The work pertains to the development of an updated hydraulic model for the water and wastewater systems and GIS system. There are no construction activities associated with the work.

How much will it cost?

- \$2,145,556.00 for hydraulic modeling of the water and wastewater systems for a period of five (5) years and \$835,772.00 for provide field verification of the hydraulic modeling and aerial mapping support to enhance the accuracy of the GIS maps of the existing water and wastewater infrastructure, new capital improvement projects and new area development projects for a period of five (5) years. The total cost for both agreements is \$2,981,328.00 on a time and material, task order basis for a period of 5 years.

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Hydraulic Modeling Services *(continuation)*

Relative to the Approval of the Indefinite Delivery/Indefinite Quantity Hydraulic Modeling Services and GIS Support Professional Services Contract for Water and Wastewater Systems

GWA Resolution No. 29-FY2024

When will it be completed?

- Tasks are expected to be completed within the duration of the contract, which is five (5) years, with each task having its own timeline for completion.

What is the funding source?

- Funding is available through bonds identified on the GWA Capital Improvements Plan, grants, and System Development Charge Funds.

The RFP/BID responses (if applicable):

- Two firms submitted proposals, Brown & Caldwell, and Duenas, Camacho, and Associates, Inc.



GWA Financial Overview

JUN 2024





Key Financial Indicators

Indicator	Target	Apr-24	May-24	Jun-24
DSC YTD				
- Per Section 6.12 of Indenture	1.25	1.45	1.41	1.39
- Per PUC/ CCU	1.30	1.45	1.41	1.39
Days – Cash on Hand	120 days	311 days	279 days	287 days
Collection Ratio**				
- Month to Date	99%	85%	93%	90%
- Year to Date	99%	90%	91%	90%
Days Billed	30 days	29 days	31 days	30 days
Account Receivable Days	30 days	40 days	40 days	42 days
Account Payable Days	45 days	34 days	33 days	32 days
Employee Count	400 FTE	349 FTE	347 FTE	351 FTE
Water Demand				
- Month to Date	451,933	427,852	441,340	429,506
- Year to Date	4,067,400	2,984,962	3,426,302	3,855,809
Wastewater Flow				
- Month to Date	317,500	328,076	320,257	337,832
- Year to Date	2,857,500	2,201,411	2,521,669	2,859,501
Operations & Maintenance Expense*	\$6,567,186	\$6,835,680	\$6,731,301	\$7,377,868
Water Customers	43,978	43,640	43,830	43,667
Wastewater Customers	30,781	31,024	31,161	31,111

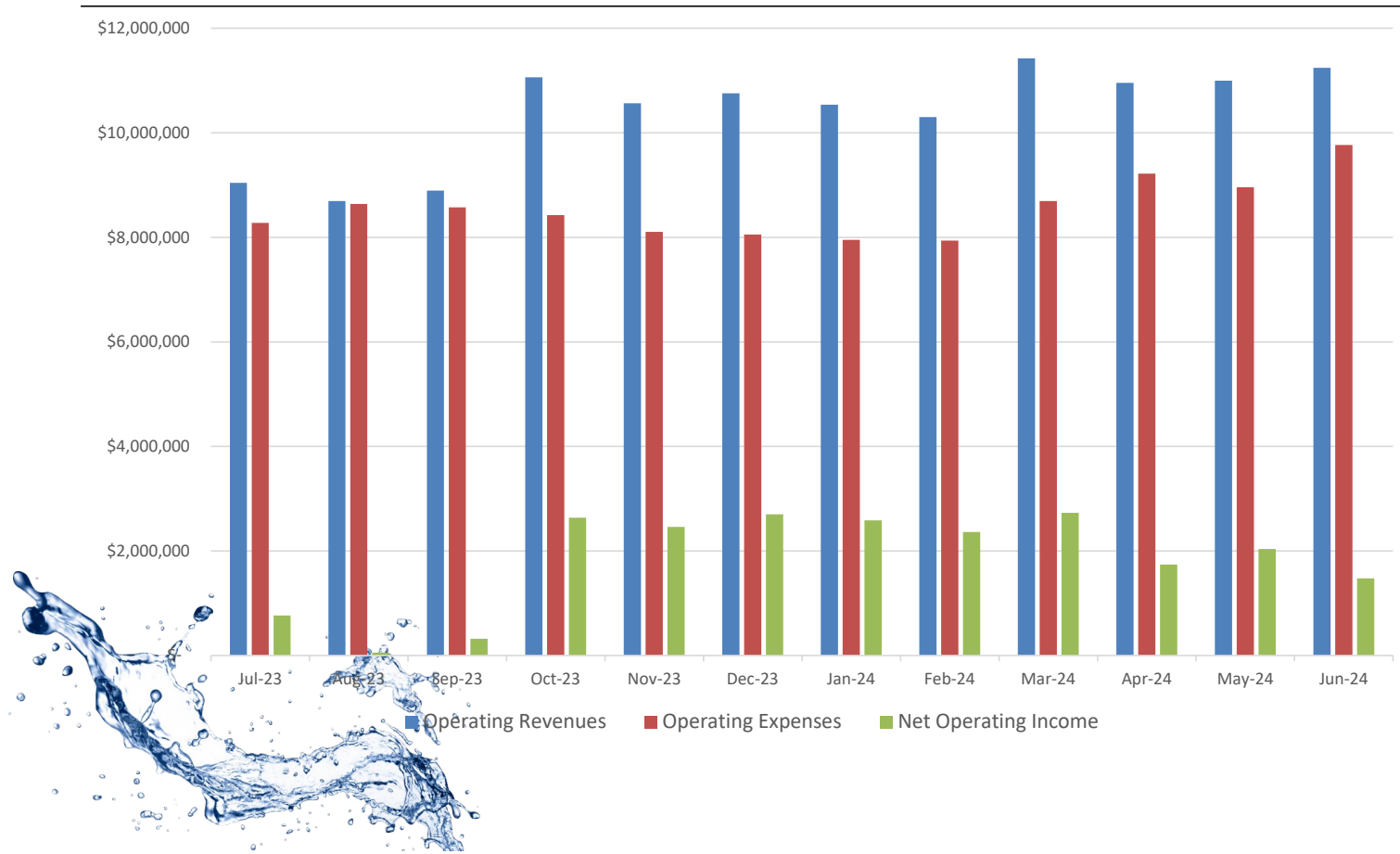
*Excludes depreciation

**Includes SDC Revenue and Collection



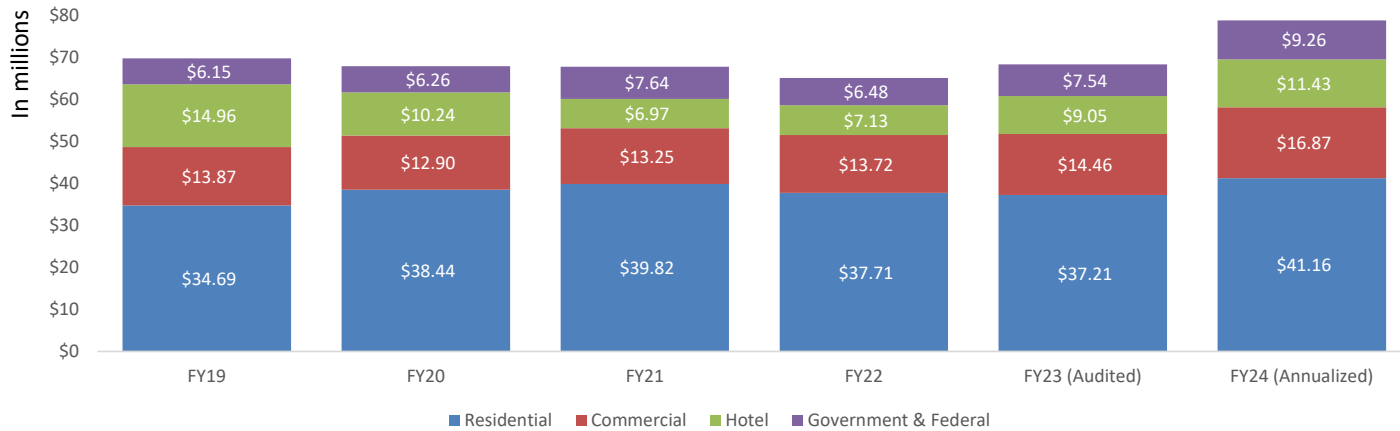
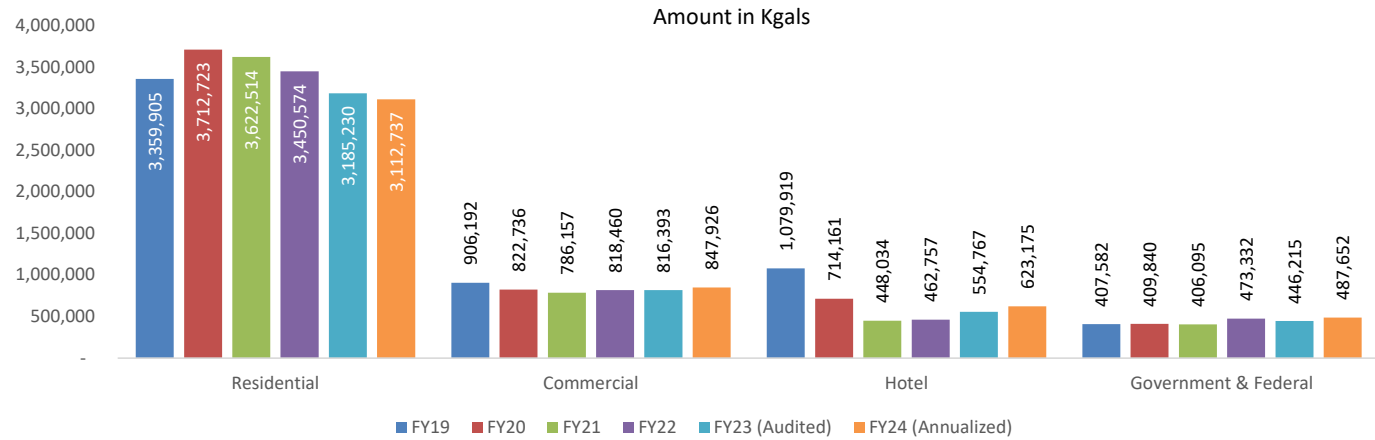


Income Statement





Annual Water Demand and Revenues by Rate Class



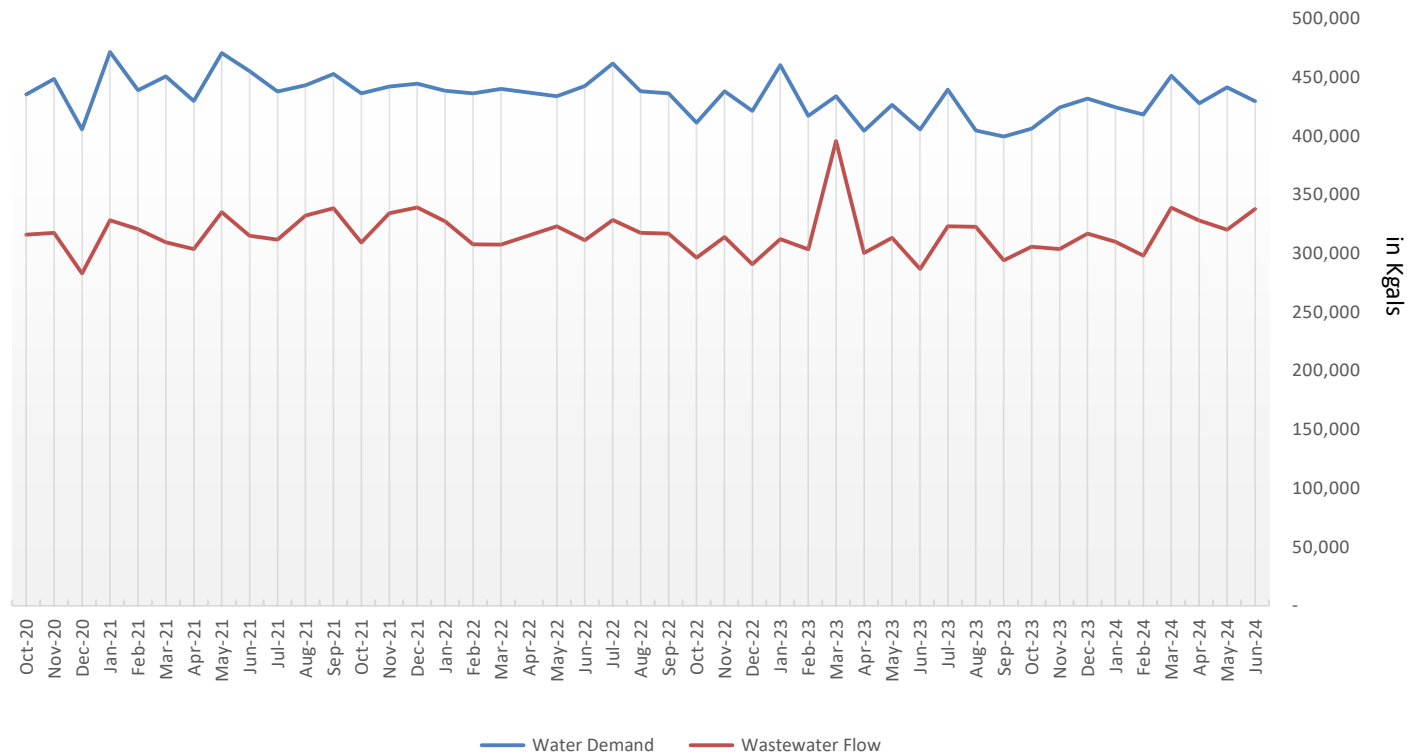


Annual Wastewater Billable Flows and Revenues by Rate Class



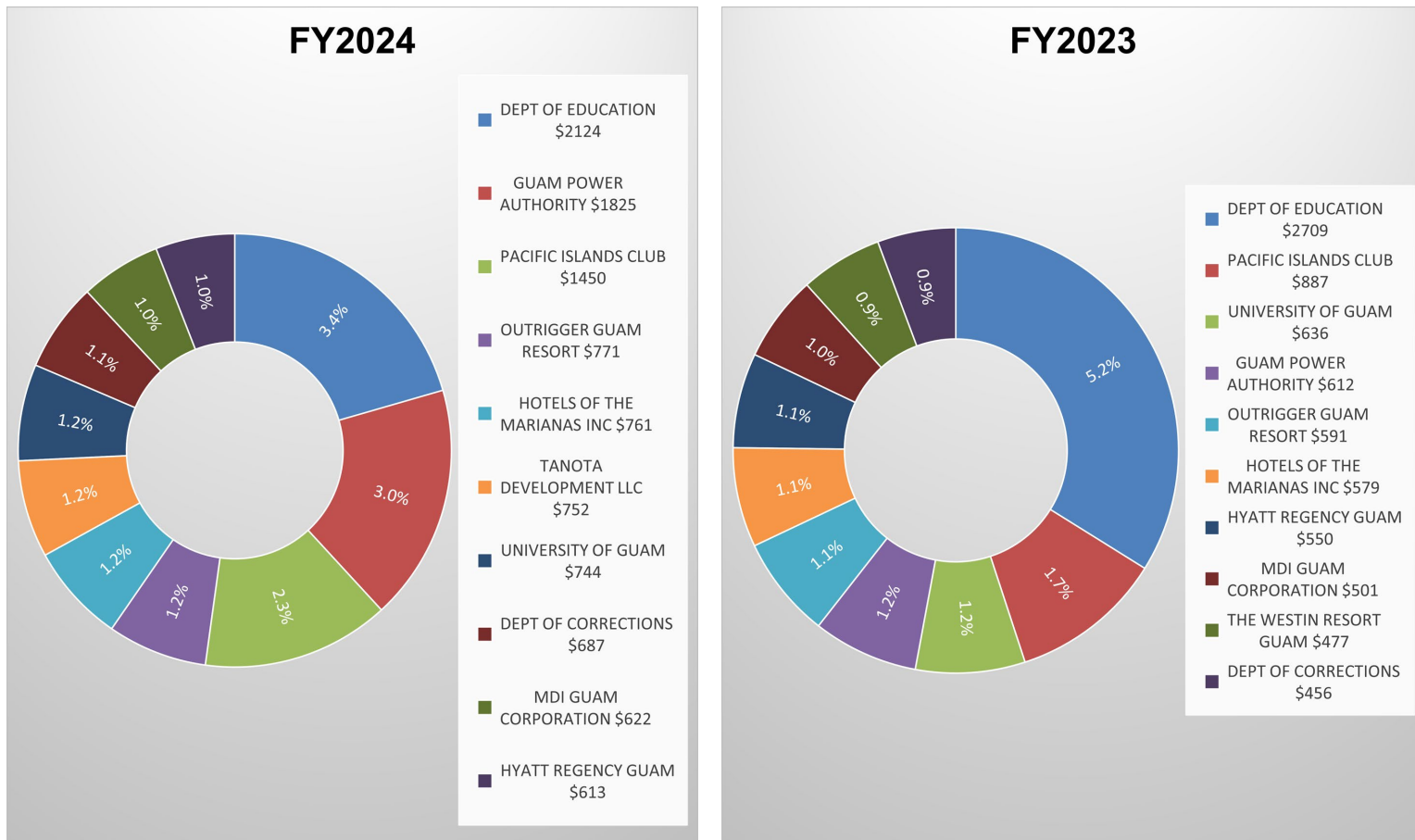


Water Demand & Wastewater Flow – 4 Years



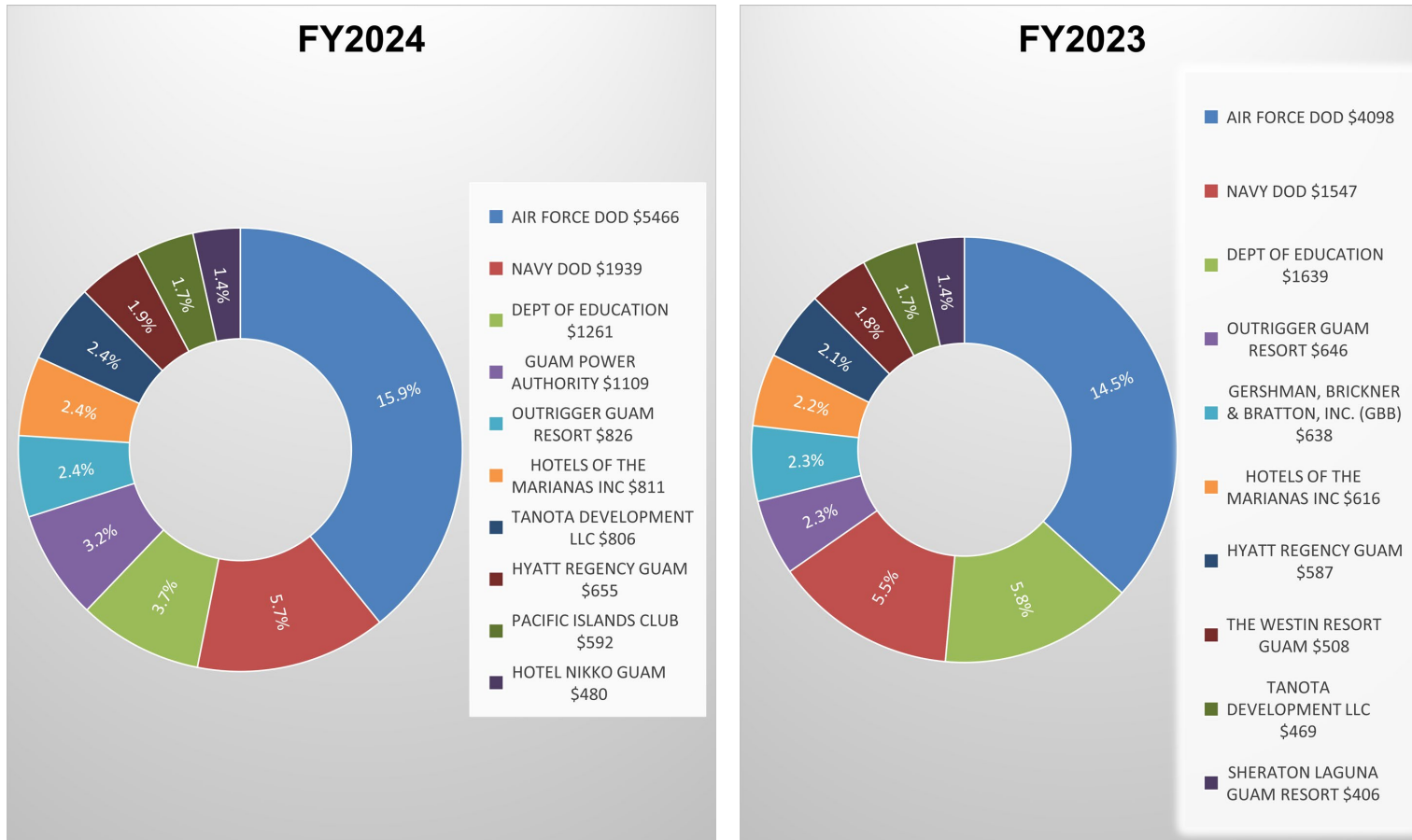


10 Largest Water Customers (JUN YTD)





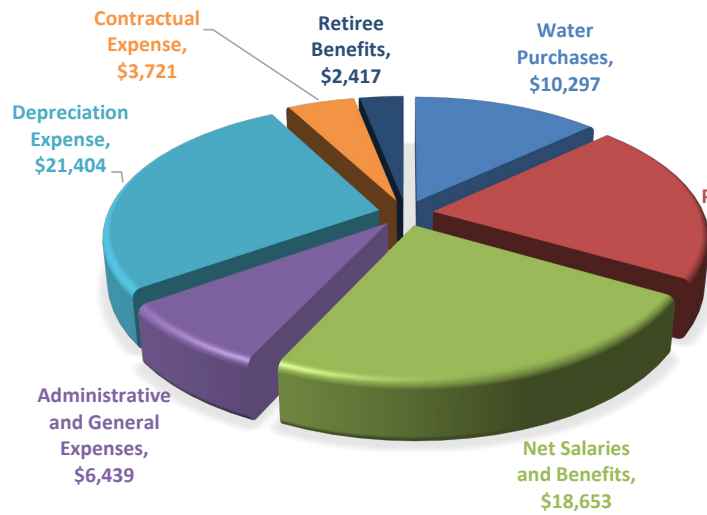
10 Largest Waste Water Customers (JUN YTD)



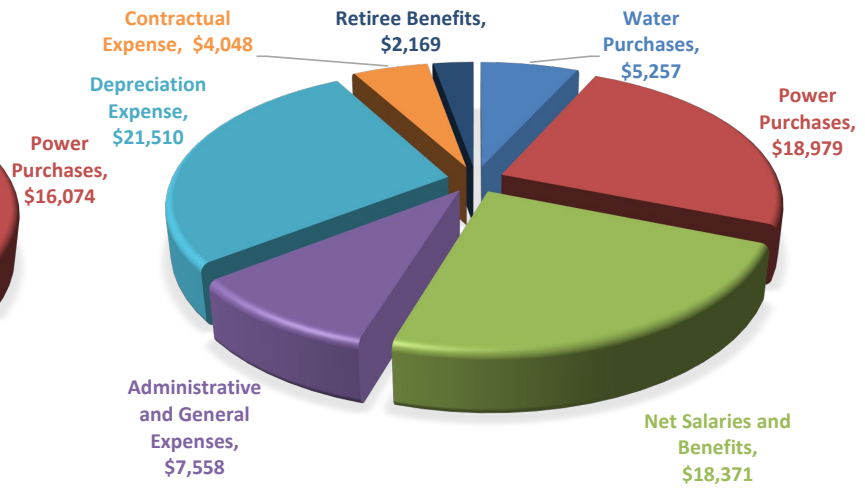


JUNE YTD Expenses by Categories

FY2024 (in '000)

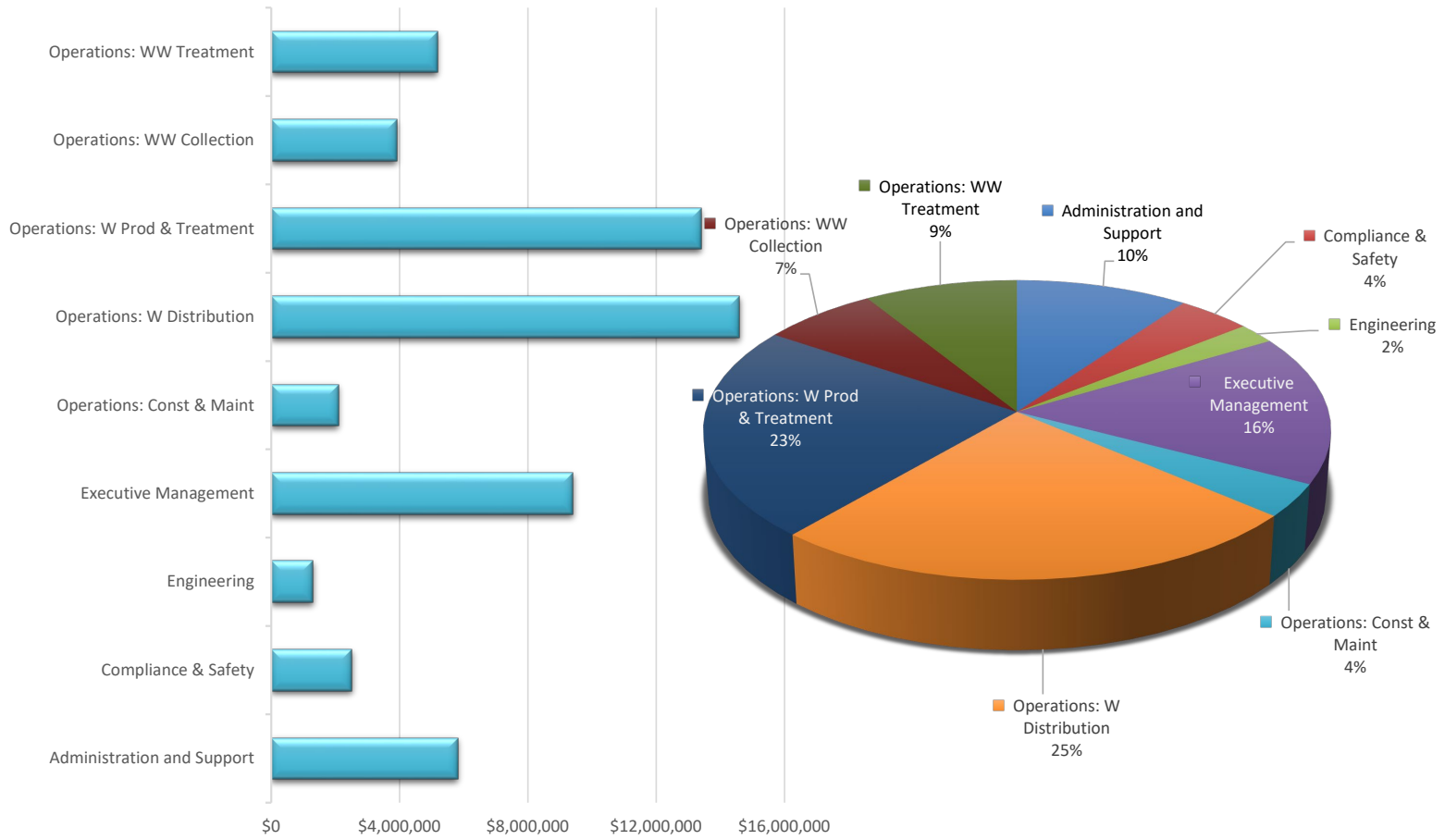


FY2023 (in '000)





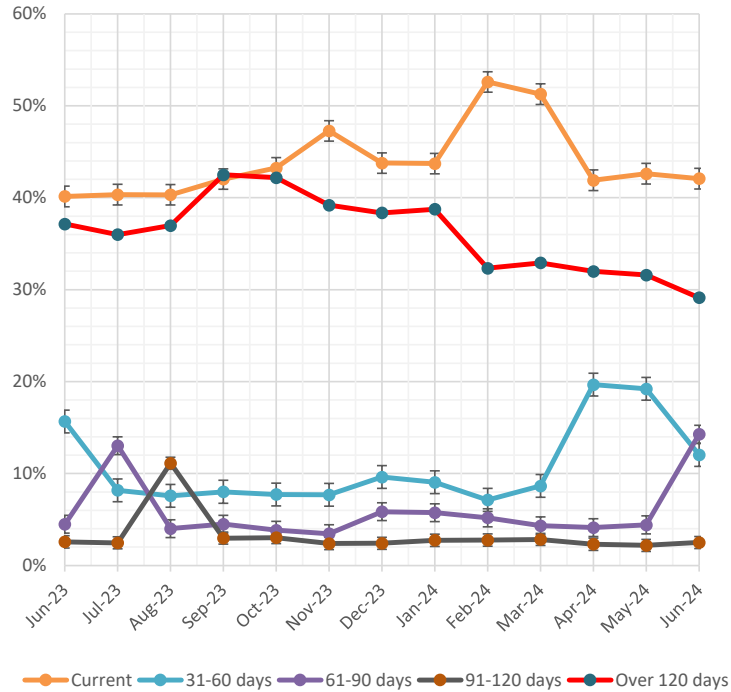
FY2024 YTD O&M Expenditures (excluding depreciation)



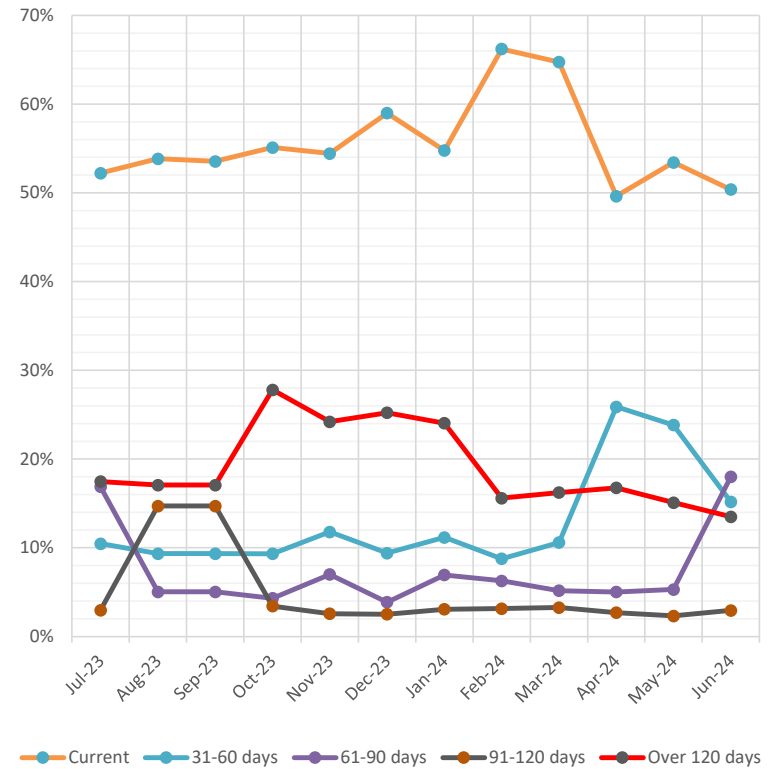


Overall – AR Aging

% of Aged AR Balance to Total AR Balance

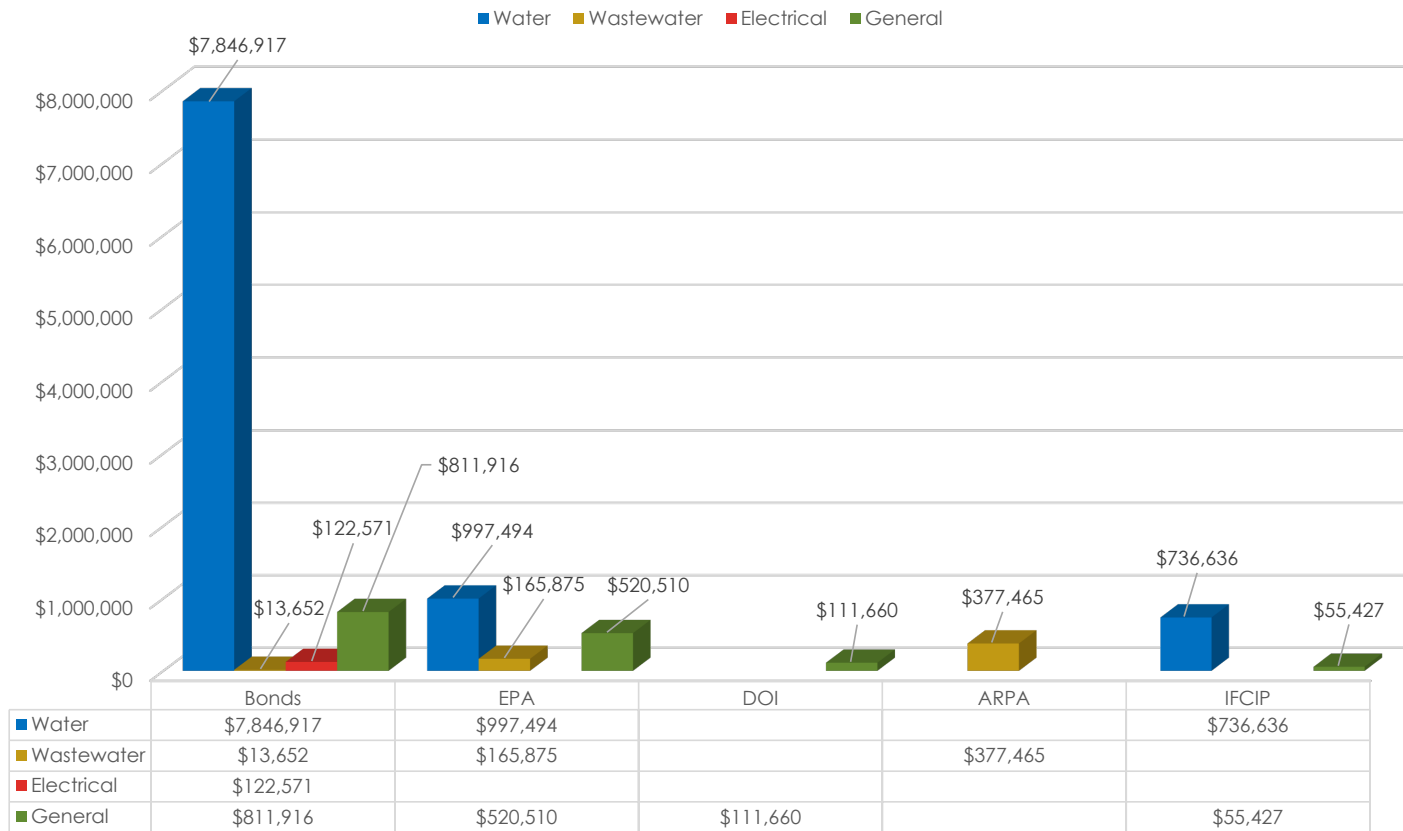


% of Aged AR Balance to Total AR Balance (without Inactive Accounts)

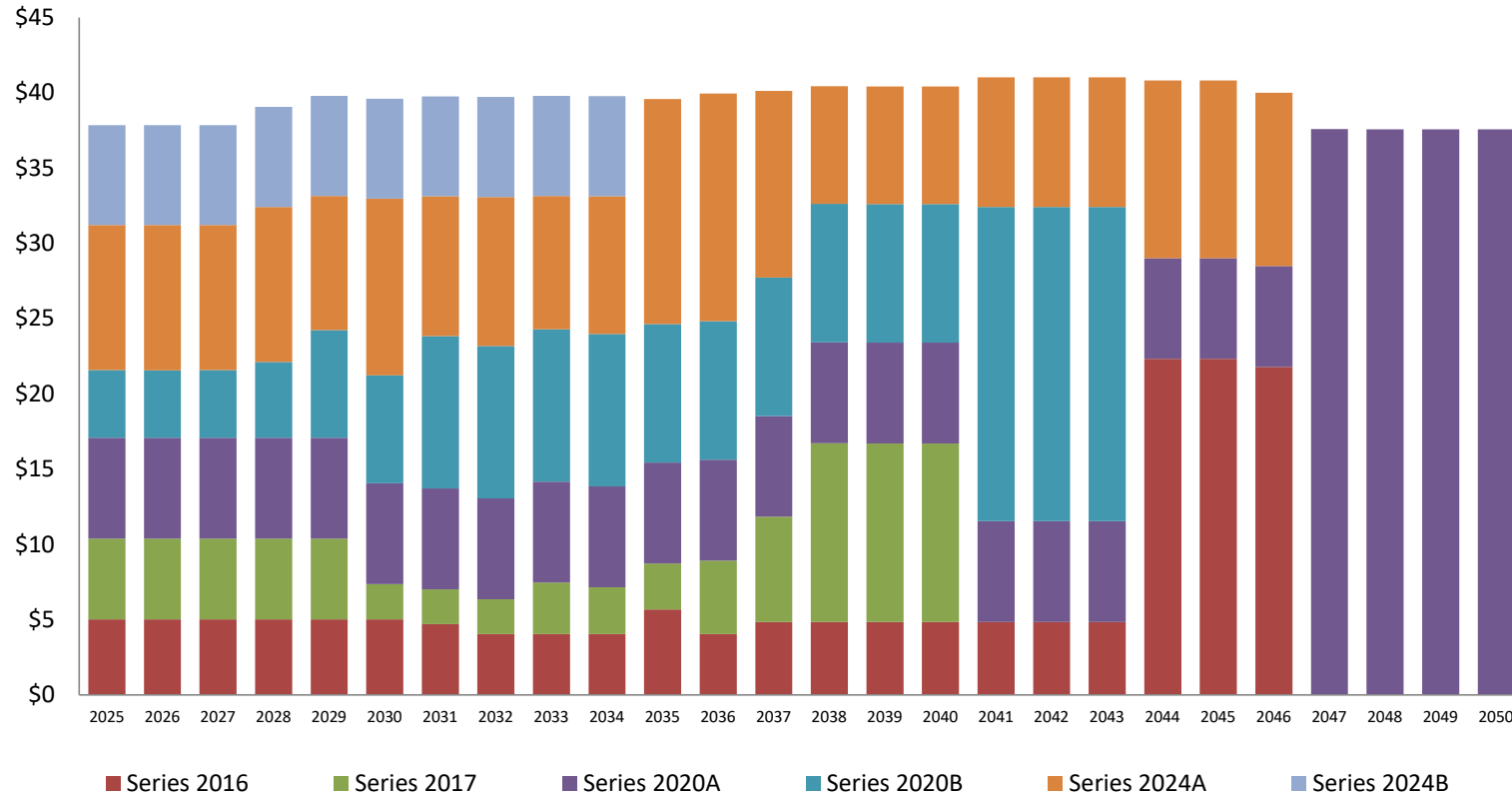




FY2024 YTD CIP Expenditures



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





Financial Statement Overview May 2024

Key Financial Indicators

Indicator	Target	March 2024	April 2024	May 2024
DSC YTD				
• Per Section 6.12 of Indenture	1.25	1.49	1.45	1.41
• Per PUC / CCU	1.30	1.49	1.45	1.41
Days – Cash on Hand	120 days	312 days	311 days	279 days
Collection Ratio**				
• Month to Date	99%	100%	85%	93%
• Year to Date	99%	91%	90%	91%
Days Billed	30 days	30 days	29 days	31 days
Account Receivable Days	30 days	38 days	40 days	40 days
Account Payable Days	45 days	33 days	34 days	33 days
Employee Count	400 FTE	350 FTE	349 FTE	347 FTE
Water Demand				
• Month to Date	451,933	451,256	427,852	441,340
• Year to Date	3,615,466	2,557,110	2,984,962	3,426,302
Wastewater Flow				
• Month to Date	317,500	338,918	328,076	320,257
• Year to Date	2,540,000	1,873,336	2,201,411	2,521,669
Operations & Maintenance Expense*	\$6,567,186	\$6,311,579	\$6,835,680	\$6,731,301
Water Customers	43,978	43,517	43,640	43,830
Wastewater Customers	30,781	31,298	31,024	31,161

*Excludes Depreciation

** Includes SDC Revenue and Collection

Water and Wastewater Consumption

Water consumption for May 2024 increased by 4% compared to May 2023. Decreases in Hotel consumption were made up by increases in consumption by the residential customer class. Wastewater flows increased by 2% for the month of May compared to last year. Wastewater flow increases in the Residential customer class offset decreases in other customer classes. Note that billing days in May 2024 were 31 days compared to 29 days in May 2023.

Year-to-date water consumption and wastewater flows as of May 2024 were about the same level as the prior year. The decrease in Residential water consumption was offset by increases in Hotel water consumption. Increases in wastewater flows from the Hotel and Government customer classes made up for decreases in the other customer classes.

Year-to-date average daily water consumption (ADC) as of May 2024 of 14,276 kgals is 1% less than the prior year's 14,462 kgals. Decreases in the Residential customer class largely drove the reduction in ADC. Year-to-date billing days at 240 days are four days more than the prior year.



Balance Sheet (Schedule A)

- Total Assets & Deferred Outflows of Resources of \$1.215B in September 2023* increased by \$5.8M or 1% to \$1.221B in May 2024. Current Assets increased by \$10.0M primarily due to increases in cash and accounts receivable. Property, Plant and Equipment decreased by \$6.9M due to increases in accumulated depreciation. Other Noncurrent Assets increased by \$4.0M due to increases in investments.
- Liabilities & Deferred Inflow of Resources of \$880.8M in September 2023* decreased by \$4.3M compared to \$876.5M in May 2024 largely due to the transactions related to the bond refunding.

*September 2023 balances updated based on FY23 audit.

- Accounts Receivable days in May 2024 and April 2024 were 40 days. Accounts Payable days in May 2024 were 33 days and in April 2024 were 34 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 May 2024 of \$11.0M are \$168.8K or 2% more than the budget of \$10.8M. May 2024 Total Operating Revenues are 22% or \$2.0M more than May 2023's \$9.0M. Note there was a rate increase of 16.7% effective October 2023.
- Year-to-date Operating Revenues as of May 2024 of \$86.6M were \$25.2K less than budget and \$13.4M or 18% more than Year-to-date Operating Revenues as of May 2023 of \$73.2M.
- 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	\$35,939,602	42.32%	\$30,937,529	43.16%
o Commercial	17,812,737	20.97%	15,664,214	21.85%
o Hotel	14,510,643	17.09%	11,329,125	15.81%
o Government of Guam	10,345,989	12.18%	8,663,514	12.09%
o Federal Government	5,922,957	6.97%	4,768,772	6.65%
o Agriculture, Golf Course, Irrigation	399,577	0.47%	312,492	0.44%
TOTALS	\$84,931,505	100.00%	\$71,675,646	100.00%

- Total Operating Expenses for May 2024 of \$9.0M were \$71.9K or 1% less than budget of \$8.9M. May 2024 Total Operating Expenses were 7% or \$585.1K more than May 2023's \$8.4M. 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 May 2024 of \$69.7M were 2% or \$1.4M more than the budget of \$71.1M and about the same as May 2023's YTD \$69.8M. Water Purchases, Salaries and Benefits, and Retiree Benefits increased year over year while Power Purchases, Administrative & General Expense, Depreciation and Contractual Expense decreased.
- Earnings from Operations for May 2024 of \$2.0M were 5% or \$96.9K more than the budget of \$1.9M and \$1.4M more than May 2023's \$664.6K. Change in Net Assets for May 2024 of \$2.6M was 42% or



\$774.0K more than the \$1.8M budget and \$2.4M more than May 2023's \$238.1K. The increase in the Change in Net Assets year over year was mostly due to transactions related to the bond refunding.

- Year to Date Earnings from Operations as of May 2024 of \$16.9M is 9% or \$1.3M more than the budget of \$15.5M and \$13.5M more than prior year's \$3.3M. Year-to-date Change in Net Assets as of May 2024 of \$10.1M is \$4.6M or 31% less than budget of \$14.7M and about same level as prior year's \$10.2K. The increase in the Change in Net Assets year over year was mostly due to Earnings from Operations.
- No Rate Stabilization Funds were used in May 2024. There is a balance of \$950.0K in the RSF at the end of May 2024.

Cash Flow (Schedule F)

- FY2024 cash flows from operating activities were \$30.9M, \$29.9M in cash was used for capital and financing activities and cash used in investing activities was \$2.3M resulting in decrease in cash of \$1.3M. Days Cash on Hand for May 2024 was calculated at 279 days compared to April 2024 311 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%
May 2024	67	\$ 560,035	\$ 11,260	2.01%

Resolution 21- FY2024 asks the CCU to approve the contract for the new Merchant Services Vendor, Bank of Hawaii (BOH); While the PUC approved the contract, the Office of the Attorney General has expressed concerns and has yet to sign.

The Upper Tumon office is open for payments on Saturdays. For the four Saturdays in May, 420 payments totaling \$65,635 were made towards GWA billings and 593 payments totaling \$133,650 were made for GPA.

For the month of May, Finance posted \$52,791 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); the Department of Administration website has posted that this program is closed.

Guam Solid Waste (GSW) Customer Payments

GPWA began to accept GSW payments on June 6, 2022. For the month of May 2024, GWA accepted \$69,832 in GSW payments at the Upper Tumon Office. GWA will bill \$1,233 to GSW for processing fees.

FY2025-FY2029 Financial Plan

Five virtual meetings with the PUC consultants on the rate petition were held in May 2024 and two additional meetings are scheduled in June. Presentations to various professional and community groups as well as public hearings are being planned. A flyer with information about the proposed five-year plan was mailed to ratepayers in May along with their May bills. The final docket was submitted on June 6, 2024.

Legislative Updates

On May 3, 2024, a Public Hearing was held for testimony on Bill 273-37, *Relative to Authorizing GWA to Establish a Customer Assistance Program (CAP)*, and on May 9, 2024, Bill 304-37 was introduced appropriating five million dollars from the General Fund for the GWA CAP.

Also at the May 3, 2024 Public Hearing, GWA provided testimony on Bill 274-37, *Relative to Creating a Commercial Paper Program for GWA, Approving the Terms and Conditions of the Issuance of GWA Revenue Bonds, and Authorizing GWA to obtain loans through WIFIA (and USDA)*. Subsequently, on May 29, 2024, the Legislature convened a Meeting of the Whole to discuss Bill 274-37.

Invest Guam Symposium

GEDA hosted 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. GWA had over ten one-on-one meetings with investors and underwriters while in New York.

Tourism

Visitor arrivals in April 2024 were 56,773 compared to April 2023 arrivals of 55,354, an increase of 2.6%. Fiscal Year to Date arrivals in April 2024 were 470,902 up 27.7% for April FY2023's YTD 368,651. Calendar Year to Date arrivals in April 2024 were 282,220 up 20.7% from April CY2023's YTD 233,897.

**GUAM WATERWORKS AUTHORITY
May 31, 2024
FINANCIAL AND RELATED REPORTS
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GUAM WATERWORKS AUTHORITY
Balance Sheet
May 31, 2024

SCHEDULE A

ASSETS AND DEFERRED OUTFLOWS of RESOURCES	Unaudited May 31, 2024	Audited September 30, 2023	Increase (Decrease)
Current Assets			
Cash			
Unrestricted (Schedule G)	49,023,392	50,324,888	(1,301,495)
Restricted Funds (Schedule G)	40,139,981	32,707,733	7,432,248
Accounts Receivable Trade, Net of Allowance for Doubtful Receivables of \$9,582,684 at May 31, 2024 and \$10,894,003 at Sep 30, 2023	16,570,757	11,484,716	5,086,040
Federal Receivable	971,124	2,191,346	(1,220,222)
Other Receivable	1,560,545	1,561,619	(1,075)
Prepaid Expenses	1,353,942	1,206,948	146,994
Materials & Supplies Inventory, Net of Allowance for Obsolescence of \$122,856 at May 31, 2024 and \$122,856 at Sep 30, 2023	4,979,183	5,096,658	(117,475)
Total Current Assets	114,598,924	104,573,908	10,025,016
Property, Plant and Equipment			
Utility plant in service			
Water system	446,142,445	444,848,078	1,294,366
Wastewater system	683,275,301	679,249,470	4,025,831
Non-utility property	34,294,894	33,683,228	611,666
Total property	1,163,712,640	1,157,780,776	5,931,864
Less: Accumulated Depreciation	(443,659,654)	(424,928,727)	(18,730,927)
Land	5,737,168	5,287,305	449,863
Construction Work in Progress	79,606,788	74,149,217	5,457,571
Property, Plant and Equipment, net	805,396,942	812,288,571	(6,891,629)
Lease and subscription IT assets	614,418	614,418	-
Noncurrent assets			
Restricted cash (Schedule G)	147,152,133	150,366,788	(3,214,655)
Investments (Schedule G)	77,481,030	70,239,665	7,241,365
Total other noncurrent assets and deferred charges	224,633,163	220,606,453	4,026,710
Total Assets	1,145,243,447	1,138,083,350	7,160,097
Deferred outflows of resources			
Regulatory assets	3,174,728	3,174,728	-
Debt defeasance due to bond refunding	25,834,100	27,184,464	(1,350,363)
Deferred outflows from pension	18,328,045	18,328,045	-
Deferred outflows from OPEB	28,539,954	28,539,954	-
Total Assets and Deferred Outflows of Resources	1,221,120,274	1,215,310,541	5,809,733
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)
Series 2014 Refunding Bond	4,205,000	4,205,000	-
Series 2016 Revenue Bond	875,000	875,000	-
Series 2017 Refunding Bond	2,365,000	2,365,000	-
Current portion of lease and subscription IT liabilities	375,103	375,103	-
Accounts Payable -Trade	4,287,840	4,329,683	(41,843)
Accrued and Other Liabilities	10,758,749	9,202,765	1,555,985
Interest Payable	11,127,902	7,070,516	4,057,386
Accrued Payroll and Employee Benefits	2,002,011	1,334,022	667,989
Current portion of employee annual leave	729,390	729,390	-
Contractors' Payable	5,780,332	8,565,009	(2,784,677)
Customer and Other Deposits	2,296,045	2,268,968	27,077
Total Current Liabilities	44,802,373	44,635,456	166,917
Long Term Debt, less current maturities			
Series 2013 Revenue Bond	-	15,050,000	(15,050,000)
Series 2014 Refunding Bond	-	55,845,000	(55,845,000)
Series 2016 Revenue Bond	81,890,000	133,265,000	(51,375,000)
Series 2017 Refunding Bond	57,660,000	98,565,000	(40,905,000)
Series 2020A Revenue Bond	134,000,000	134,000,000	-
Series 2020B Refunding Bond	125,835,000	166,075,000	(40,240,000)
Series 2024A Refunding Bond	133,575,000	-	133,575,000
Series 2024B Refunding Bond	51,275,000	-	51,275,000
Unamortized Bond Premium/Discount	51,370,959	37,287,410	14,083,549
Lease and subscription IT liabilities	192,245	192,245	-
Net pension liability	59,402,698	59,402,698	-
Net OPEB obligation	87,184,863	87,184,863	-
Employee Annual Leave, Less Current Portion	913,289	913,289	-
Employee Sick Leave	1,429,998	1,429,998	-
Total Liabilities	829,531,425	833,845,960	(4,314,535)
Deferred inflows of resources:			
Contribution in Aid of Construction	639,287	646,937	(7,650)
Deferred inflows from pension	3,009,820	3,009,820	-
Deferred inflows from OPEB	43,293,492	43,293,492	-
Total Liabilities and Deferred Inflows of Resources	876,474,024	880,796,209	(4,322,185)
Net Assets	344,646,250	334,514,332	10,131,918
Total Liabilities, Deferred Inflows of Resources and Net Assets	1,221,120,274	1,215,310,541	5,809,733

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings
Comparative Budget vs. Actual for the period ending May 31, 2024

SCHEDULE B

	Month to Date		Variance Favorable / (Unfavorable)
	Actual (Unaudited) May-24	Budget May-24	
OPERATING REVENUES			
Water Revenues	6,694,951	6,706,635	(11,684)
Wastewater Revenues	3,501,895	3,652,565	(150,670)
Legislative Surcharge	335,673	327,945	7,728
Other Revenues	55,253	39,525	15,728
System Development Charge	409,678	102,000	307,678
Total Operating Revenues	10,997,450	10,828,670	168,781
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	1,518,065	491,667	(1,026,399)
Power Purchases	1,862,762	1,935,131	72,368
Total Utility Costs	<u>3,380,828</u>	<u>2,426,797</u>	<u>(954,031)</u>
Salaries and Wages	1,699,902	1,825,560	125,658
Pension and Benefits	708,779	649,877	(58,903)
Total Salaries and Benefits	<u>2,408,681</u>	<u>2,475,437</u>	<u>66,756</u>
Capitalized Labor and Benefits	(278,891)	(346,595)	(67,704)
Net Salaries and Benefits	<u>2,129,790</u>	<u>2,128,842</u>	<u>(948)</u>
Administrative and General Expenses			
Sludge removal	103,850	27,993	(75,857)
Chemicals	87,513	159,944	72,431
Materials & Supplies	85,477	207,083	121,605
Transportation	31,481	64,580	33,099
Communications	7,467	13,268	5,801
Claims	-	14,917	14,917
Insurance	137,905	161,333	23,428
Training & Travel	1,257	16,763	15,506
Advertising	675	11,199	10,524
Miscellaneous	72,996	111,992	38,997
Regulatory Expense	3,062	18,250	15,188
Bad Debts Provision	(9,115)	188,520	197,635
Total Administrative and General Expense	<u>522,566</u>	<u>995,841</u>	<u>473,275</u>
Depreciation Expense	<u>2,228,477</u>	<u>2,401,423</u>	<u>172,946</u>
Contractual Expense			
Audit & Computer Maintenance	97,004	165,771	68,768
Building rental	48,905	50,264	1,358
Equipment rental	5,820	46,774	40,954
Legal	45,895	125,000	79,105
Laboratory	144,422	43,829	(100,593)
Other	52,119	190,403	138,283
Total Contractual Expense	<u>394,165</u>	<u>622,041</u>	<u>227,876</u>
Retiree Supp. Annuities and health care costs	245,493	252,159	6,666
Contribution to Government of Guam	58,458	60,809	2,350
Total Retiree Benefits	<u>303,952</u>	<u>312,968</u>	<u>9,017</u>
Total Operating Expenses	<u>8,959,778</u>	<u>8,887,913</u>	<u>(71,865)</u>
Earnings (Loss) from Operations	<u>2,037,672</u>	<u>1,940,757</u>	<u>96,915</u>
Interest Income - 2010/13/14/16/17/20 Series Bond	1,149,134	647,004	502,130
Interest Income - Other Funds	181,599	22,917	158,682
Interest Income - SDC	36,139	873	35,266
Interest Expense - 2010/13/14/16/17/20 Series Bond	(2,356,839)	(2,356,839)	-
Contributions from Local Government	-	-	-
Federal Expenditures	-	-	-
Loss on Asset Disposal	-	(56,499)	56,499
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	(2,511)	(7,229)	4,718
Total non-operating revenues (expenses)	<u>576,512</u>	<u>(1,795,994)</u>	<u>2,372,506</u>
Net Income (Loss) before capital contributions	<u>2,614,184</u>	<u>144,762</u>	<u>2,469,421</u>
Capital Contributions			
Grants from US Government	-	1,686,437	(1,686,437)
Grants from GovGuam & Others	-	8,937	(8,937)
Total Capital Contributions	<u>-</u>	<u>1,695,374</u>	<u>(1,695,374)</u>
Change in Net Assets	<u>2,614,184</u>	<u>1,840,136</u>	<u>774,048</u>
Debt Service Calculation			
Earnings From Operations	2,037,672	1,940,757	
System Development Charge	(409,678)	(102,000)	
Retiree COLA	58,458	60,809	
Interest/Investment Income	181,599	22,917	
Depreciation	2,228,477	2,401,423	
Plus withdrawals (deposits) to Rate Stabilization Fund	-	79,167	
ARPA Grant	-	-	
Balance Available for Debt Service per Section 6.12	<u>4,096,528</u>	<u>4,403,072</u>	
Debt Service			
Principal	896,667	896,667	
Interest	2,356,839	2,356,839	
Total	<u>3,253,505</u>	<u>3,253,505</u>	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	<u>1.26</u>	<u>1.35</u>	
Debt Service Coverage (1.30X) (PUC)	<u>1.26</u>	<u>1.35</u>	

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings
Comparative for the period ending May 31, 2024 and 2023

SCHEDULE C

	Month to Date		Variance Increase / (Decrease)
	Actual (Unaudited) May-24	Actual (Audited) May-23	
OPERATING REVENUES			
Water Revenues	6,694,951	5,563,314	1,131,637
Wastewater Revenues	3,501,895	3,122,693	379,201
Legislative Surcharge	335,673	261,192	74,482
Other Revenues	55,253	31,343	23,910
System Development Charge	409,678	60,774	348,904
Total Operating Revenues	10,997,450	9,039,316	1,958,135
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	1,518,065	659,738	858,328
Power Purchases	1,862,762	1,860,101	2,661
Total Utility Costs	3,380,828	2,519,839	860,989
Salaries and Wages	1,699,902	1,660,578	39,324
Pension and Benefits	708,779	663,625	45,154
Total Salaries and Benefits	2,408,681	2,324,203	84,478
Capitalized Labor and Benefits	(278,891)	(358,404)	79,513
Net Salaries and Benefits	2,129,790	1,965,799	163,991
Administrative and General Expenses			
Sludge removal	103,850	48,860	54,989
Chemicals	87,513	182,143	(94,630)
Materials & Supplies	85,477	153,225	(67,747)
Transportation	31,481	35,517	(4,037)
Communications	7,467	7,522	(55)
Claims	-	3,086	(3,086)
Insurance	137,905	147,927	(10,022)
Training & Travel	1,257	1,834	(577)
Advertising	675	1,675	(1,000)
Miscellaneous	72,996	79,340	(6,345)
Regulatory Expense	3,062	10,659	(7,597)
Bad Debts Provision	(9,115)	174,744	(183,859)
Total Administrative and General Expense	522,566	846,532	(323,965)
Depreciation Expense	2,228,477	2,417,977	(189,500)
Contractual Expense			
Audit & Computer Maintenance	97,004	174,210	(77,206)
Building rental	48,905	48,327	579
Equipment rental	5,820	29,727	(23,907)
Legal	45,895	-	45,895
Laboratory	144,422	15,303	129,120
Other	52,119	71,196	(19,076)
Total Contractual Expense	394,165	338,762	55,403
Retiree Supp. Annuities and health care costs	245,493	229,719	15,774
Contribution to Government of Guam	58,458	56,100	2,358
Total Retiree Benefits	303,952	285,819	18,132
Total Operating Expenses	8,959,778	8,374,728	585,050
Earnings (Loss) from Operations	2,037,672	664,588	1,373,084
Interest Income - 2010/13/14/16/17/20 Series Bond	1,149,134	901,337	247,798
Interest Income - Other Funds	181,599	157,662	23,937
Interest Income - SDC	36,139	6,620	29,520
Interest Expense - 2010/13/14/16/17/20 Series Bond	(2,356,839)	(2,400,140)	43,301
Contributions from Local Government	-	1,000,000	(1,000,000)
Federal Expenditures	-	-	-
Loss on Asset Disposal	-	(58,216)	58,216
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	(2,511)	(3,400)	890
Total non-operating revenues (expenses)	576,512	(442,359)	1,018,871
Net Income (Loss) before capital contributions	2,614,184	222,228	2,391,955
Capital Contributions			
Grants from US Government	-	15,876	(15,876)
Grants from GovGuam & Others	-	-	-
Total Capital Contributions	-	15,876	(15,876)
Change in Net Assets	2,614,184	238,105	2,376,079
Debt Service Calculation			
Earnings From Operations	2,037,672	664,588	
System Development Charge	(409,678)	(60,774)	
Retiree COLA	58,458	56,100	
Interest/Investment Income	181,599	157,662	
Depreciation	2,228,477	2,417,977	
Plus withdrawals (deposits) to Rate Stabilization Fund	-	-	
ARPA Grant	-	1,000,000	
Balance Available for Debt Service per Section 6.12	4,096,528	4,235,552	
Debt Service			
Principal	896,667	852,917	
Interest	2,356,839	2,400,140	
Total	3,253,505	3,253,056	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.26	1.30	
Debt Service Coverage (1.30X) (PUC)	1.26	1.30	

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings
Comparative Budget vs. Actual for the period ending May 31, 2024

SCHEDULE D

	Year to Date		Variance Favorable / (Unfavorable)
	Actual (Unaudited) May-24	Budget May-24	
OPERATING REVENUES			
Water Revenues	53,042,641	53,653,076	(610,435)
Wastewater Revenues	29,192,665	29,220,519	(27,855)
Legislative Surcharge	2,696,199	2,623,561	72,639
Other Revenues	324,254	316,200	8,054
System Development Charge	1,348,409	816,000	532,409
Total Operating Revenues	86,604,168	86,629,356	(25,188)
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	8,513,317	3,933,333	(4,579,983)
Power Purchases	14,231,003	15,481,045	1,250,042
Total Utility Costs	22,744,320	19,414,379	(3,329,941)
Salaries and Wages	13,121,655	14,604,484	1,482,829
Pension and Benefits	5,438,889	5,199,014	(239,875)
Total Salaries and Benefits	18,560,545	19,803,498	1,242,953
Capitalized Labor and Benefits	(1,995,145)	(2,772,760)	(777,615)
Net Salaries and Benefits	16,565,400	17,030,738	465,338
Administrative and General Expenses			
Sludge removal	755,546	223,944	(531,602)
Chemicals	972,921	1,279,554	306,633
Materials & Supplies	782,693	1,656,663	873,969
Transportation	322,179	516,640	194,461
Communications	71,836	106,141	34,305
Claims	-	119,333	119,333
Insurance	1,168,837	1,290,667	121,830
Training & Travel	128,915	134,102	5,188
Advertising	18,034	89,590	71,556
Miscellaneous	1,006,583	895,938	(110,645)
Regulatory Expense	164,777	146,000	(18,777)
Bad Debts Provision	161,836	1,508,157	1,346,321
Total Administrative and General Expense	5,554,157	7,966,729	2,412,572
Depreciation Expense	19,014,333	19,211,384	197,051
Contractual Expense			
Audit & Computer Maintenance	1,138,390	1,326,171	187,782
Building rental	390,128	402,110	11,982
Equipment rental	215,345	374,194	158,849
Legal	176,904	1,000,000	823,096
Laboratory	520,620	350,633	(169,986)
Other	831,671	1,523,221	691,550
Total Contractual Expense	3,273,057	4,976,330	1,703,272
Retiree Supp. Annuities and health care costs	2,121,800	2,017,274	(104,526)
Contribution to Government of Guam	467,667	486,470	18,804
Total Retiree Benefits	2,589,467	2,503,745	(85,722)
Total Operating Expenses	69,740,733	71,103,304	1,362,571
Earnings (Loss) from Operations	16,863,435	15,526,052	1,337,383
Interest Income - 2010/13/14/16/17/20 Series Bond	7,372,172	5,176,033	2,196,139
Interest Income - Other Funds	1,605,231	183,333	1,421,898
Interest Income - SDC	150,079	6,984	143,095
Interest Expense - 2010/13/14/16/17/20 Series Bond	(18,854,710)	(18,854,710)	-
Contributions from Local Government	-	-	-
Federal Expenditures	-	-	-
Loss on Asset Disposal	(239,497)	(451,991)	212,494
Amortization of Discount, Premium and Issuance Costs	(205,492)	993,824	(1,199,316)
Defeasance due to bond refunding	1,687,355	(1,363,594)	3,050,950
Prior Year Adjustment	(37,745)	(57,833)	20,087
Total non-operating revenues (expenses)	(8,522,608)	(14,367,954)	5,845,346
Net Income (Loss) before capital contributions	8,340,828	1,158,098	7,182,729
Capital Contributions			
Grants from US Government	1,648,061	13,491,493	(11,843,432)
Grants from GovGuam & Others	143,029	71,497	71,532
Total Capital Contributions	1,791,090	13,562,990	(11,771,899)
Change in Net Assets	10,131,918	14,721,088	(4,589,170)
Debt Service Calculation			
Earnings From Operations	16,863,435	15,526,052	
System Development Charge	(1,348,409)	(816,000)	
Retiree COLA	467,667	486,470	
Interest/Investment Income	1,605,231	183,333	
Depreciation	19,014,333	19,211,384	
Plus withdrawals (deposits) to Rate Stabilization Fund	-	633,333	
ARPA Grant	-	-	
Balance Available for Debt Service per Section 6.12	36,602,256	35,224,573	
Debt Service			
Principal	7,173,333	7,173,333	
Interest	18,854,710	18,854,710	
Total	26,028,043	26,028,043	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.41	1.35	
Debt Service Coverage (1.30X) (PUC)	1.41	1.35	

GUAM WATERWORKS AUTHORITY
Statement of Operations and Retained Earnings
 Comparative for the period ending May 31, 2024 and 2023

SCHEDULE E

	Year to Date		Variance Increase / (Decrease)
	Actual (Unaudited) May-24	Actual (Audited) May-23	
OPERATING REVENUES			
Water Revenues	53,042,641	44,808,934	8,233,707
Wastewater Revenues	29,192,665	24,777,390	4,415,275
Legislative Surcharge	2,696,199	2,089,322	606,878
Other Revenues	324,254	379,331	(55,077)
System Development Charge	1,348,409	1,101,328	247,081
Total Operating Revenues	86,604,168	73,156,305	13,447,863
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	8,513,317	4,498,809	4,014,508
Power Purchases	14,231,003	17,891,667	(3,660,664)
Total Utility Costs	<u>22,744,320</u>	<u>22,390,476</u>	<u>353,844</u>
Salaries and Wages	13,121,655	12,835,655	286,000
Pension and Benefits	5,438,889	5,030,494	408,396
Total Salaries and Benefits	<u>18,560,545</u>	<u>17,866,149</u>	<u>694,396</u>
Capitalized Labor and Benefits	(1,995,145)	(1,944,827)	(50,318)
Net Salaries and Benefits	<u>16,565,400</u>	<u>15,921,322</u>	<u>644,078</u>
Administrative and General Expenses			
Sludge removal	755,546	418,479	337,067
Chemicals	972,921	968,517	4,404
Materials & Supplies	782,693	919,577	(136,884)
Transportation	322,179	352,943	(30,764)
Communications	71,836	78,852	(7,016)
Claims	-	31,392	(31,392)
Insurance	1,168,837	1,183,415	(14,578)
Training & Travel	128,915	58,666	70,248
Advertising	18,034	39,774	(21,740)
Miscellaneous	1,006,583	783,977	222,606
Regulatory Expense	164,777	127,820	36,956
Bad Debts Provision	161,836	1,429,313	(1,267,476)
Total Administrative and General Expense	<u>5,554,157</u>	<u>6,392,725</u>	<u>(838,568)</u>
Depreciation Expense	<u>19,014,333</u>	<u>19,099,639</u>	<u>(85,307)</u>
Contractual Expense			
Audit & Computer Maintenance	1,138,390	1,329,661	(191,272)
Building rental	390,128	385,402	4,726
Equipment rental	215,345	319,533	(104,188)
Legal	176,904	429,236	(252,332)
Laboratory	520,620	185,660	334,960
Other	831,671	1,031,642	(199,971)
Total Contractual Expense	<u>3,273,057</u>	<u>3,681,134</u>	<u>(408,077)</u>
Retiree Supp. Annuities and health care costs	2,121,800	1,900,986	220,814
Contribution to Government of Guam	467,667	448,800	18,867
Total Retiree Benefits	<u>2,589,467</u>	<u>2,349,786</u>	<u>239,681</u>
Total Operating Expenses	<u>69,740,733</u>	<u>69,835,083</u>	<u>(94,350)</u>
Earnings (Loss) from Operations	<u>16,863,435</u>	<u>3,321,222</u>	<u>13,542,213</u>
Interest Income - 2010/13/14/16/17/20 Series Bond	7,372,172	5,983,470	1,388,701
Interest Income - Other Funds	1,605,231	887,190	718,041
Interest Income - SDC	150,079	32,697	117,382
Interest Expense - 2010/13/14/16/17/20 Series Bond	(18,854,710)	(19,201,118)	346,408
Contributions from Local Government	-	9,800,000	(9,800,000)
Federal Expenditures	-	-	-
Loss on Asset Disposal	(239,497)	(284,212)	44,715
Amortization of Discount, Premium and Issuance Costs	(205,492)	993,824	(1,199,316)
Defeasance due to bond refunding	1,687,355	(1,363,594)	3,050,950
Prior Year Adjustment	(37,745)	(154,545)	116,800
Total non-operating revenues (expenses)	<u>(8,522,608)</u>	<u>(3,306,287)</u>	<u>(5,216,320)</u>
Net Income (Loss) before capital contributions	<u>8,340,828</u>	<u>14,935</u>	<u>8,325,893</u>
Capital Contributions			
Grants from US Government	1,648,061	10,161,131	(8,513,070)
Grants from GovGuam & Others	143,029	35,749	107,281
Total Capital Contributions	<u>1,791,090</u>	<u>10,196,879</u>	<u>(8,405,789)</u>
Change in Net Assets	<u>10,131,918</u>	<u>10,211,814</u>	<u>(79,897)</u>
Debt Service Calculation			
Earnings From Operations	16,863,435	3,321,222	
System Development Charge	(1,348,409)	(1,101,328)	
Retiree COLA	467,667	448,800	
Interest/Investment Income	1,605,231	887,190	
Depreciation	19,014,333	19,099,639	
Plus withdrawals (deposits) to Rate Stabilization Fund	-	2,550,000	
ARPA Grant	-	9,800,000	
Balance Available for Debt Service per Section 6.12	<u>36,602,256</u>	<u>35,005,524</u>	
Debt Service			
Principal	7,173,333	6,823,333	
Interest	18,854,710	19,201,118	
Total	<u>26,028,043</u>	<u>26,024,452</u>	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	<u>1.41</u>	<u>1.35</u>	
Debt Service Coverage (1.30X) (PUC)	<u>1.41</u>	<u>1.35</u>	

			SCHEDULE F
Guam Waterworks Authority Statement of Cash Flows FY2024	Unaudited YTD May-24	Audited YTD Sep-23	Increase (Decrease)
Cash flows from operating activities:			
Cash received from trade and others	81,384,443	120,965,897	(39,581,454)
Cash payments to suppliers/contractors for goods and services	(29,932,725)	(46,755,481)	16,822,756
Cash payments to employees for services	(17,892,555)	(27,081,802)	9,189,247
Cash payments for retiree healthcare costs and other benefits	(2,589,467)	(3,560,495)	971,028
Net cash provided by operating activities	30,969,696	43,568,119	(12,598,423)
Cash flows from noncapital financing activities:			
Receipts from the Local Government operating grant	-	14,460,048	(14,460,048)
	-	14,460,048	(14,460,048)
Cash flows from capital and related financing activities:			
Contributed capital received (grants)	3,011,313	10,208,987	(7,197,674)
Acquisition of utility plant	(13,151,733)	(41,331,452)	28,179,719
Repayment of Long Term Debt	(6,446,088)	(10,235,000)	3,788,912
Interest expense	(13,353,206)	(28,801,678)	15,448,472
Legal proceeds	-	950,000	(950,000)
Net cash provided by (used in) capital and related financing activities	(29,939,714)	(69,209,143)	39,269,429
Cash flows from investing activities:			
Transfers from (to) restricted fund	(11,458,958)	11,077,261	(22,536,219)
Interest income received	9,127,481	11,604,779	(2,477,298)
Net cash provided by investing activities	(2,331,477)	22,682,040	(25,013,517)
Net increase (decrease) in cash	(1,301,495)	11,501,064	(12,802,559)
Unrestricted cash at beginning of the period	50,324,888	38,823,824	11,501,063
Unrestricted cash at end of period	49,023,392	50,324,888	(1,301,496)
Reconciliation of operating loss to net cash provided by operating activities:			
Operating Income (loss)	16,863,435	1,872,603	14,990,832
Adjustments to reconcile to net cash provided by operating activities:			
Depreciation expense	19,014,333	30,911,997	(11,897,664)
Bad debts (recovery)	161,836	421,467	(259,631)
Capitalized labor and benefits	(1,995,145)	(3,075,928)	1,080,783
Recovery of provision for inventory obsolescence	-	-	-
Non-cash pension and OPEB costs	-	1,335,785	(1,335,785)
Other Non-cash adjustments	-	(323,071)	323,071
(Increase) decrease in assets:			
Accounts receivable	(5,246,802)	4,519,295	(9,766,097)
Materials and supplies inventory	117,475	(623,993)	741,468
Prepaid expenses	(146,994)	526,069	(673,063)
Regulatory Assets	-	(377,969)	377,969
Increase (decrease) in liabilities:			
Accounts payable	(41,843)	(45,808)	3,965
Accrued payroll and employee benefits	667,989	136,972	531,017
Customer deposits	27,077	(6,345)	33,422
Other liabilities	1,548,335	8,297,045	(6,748,710)
Net cash provided by operating activities	30,969,696	43,568,119	(12,598,422)

GUAM WATERWORKS AUTHORITY
Restricted and Unrestricted Cash Summary
FY2024

SCHEDULE G

Description	Unaudited May 31, 2024	Audited September 30, 2023	Increase (Decrease)
UNRESTRICTED			
Change Fund	2,000	2,000	-
Petty Cash	3,930	3,930	-
BOG Deposit Accounts	22,930,768	26,112,801	(3,182,033)
BOG O & M Reserve	14,964,020	14,477,230	486,790
BOG CapEx Fund	10,172,674	8,778,927	1,393,747
BOG Rate Stabilization Fund	950,000	950,000	-
Sub-total Unrestricted	49,023,392	50,324,888	(1,301,495)
	-	-	(0)
RESTRICTED			
Bank Pacific	11,470	6,345	5,124
Bank of Hawaii	715,714	167,390	548,324
Community First FCU	2,570	2,538	31
First Hawaiian Bank	57,977	82,921	(24,945)
Bank Pacific Surcharge	2,510,695	6,863	2,503,832
Bank Pacific Escrow Deposit	958,774	958,711	64
BOG Customer Refunds	2,279,385	2,157,517	121,869
BOG Sewer Hookup Revolving Fund	2,143,985	2,079,769	64,216
BOG Operation and Maintenance Fund	3,083,482	3,083,482	-
BOG Revenue Trust	506,402	(137,922)	644,325
BOG Revenue Trust Fund	9,065,398	10,471,820	(1,406,422)
BOG Capital Improvement Revenue Fund	11,923,887	8,452,503	3,471,383
	33,259,739	27,331,937	5,927,802
BOG - SDC Deposit	2,880,242	1,125,796	1,754,446
BOG - SDC CDs	4,000,000	4,250,000	(250,000)
Total SDC	6,880,242	5,375,796	1,504,446
Total Restricted	40,139,981	32,707,733	7,432,248
Reserve Funds			
BOG Series 2013 Construction Fund	3,225,794	3,459,448	(233,653)
BOG Series 2016 Construction Fund	23,085,395	27,091,177	(4,005,782)
BOG Series 2017 Refunding Construction Fund	3,649,397	3,648,718	679
BOG Series 2020A Construction Fund	112,170,674	111,457,380	713,294
BOG CIF-Construction Fund Transfers	4,868,438	4,710,065	158,374
BOG-2024AB COI Funds	152,434	-	152,434
Total Restricted - Held by Trustee	147,152,133	150,366,788	(3,214,655)
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	13,367,052	10,100,975	3,266,077
USB Series 2016 Debt Service Fund	2,618,370	2,061,782	556,588
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	3,517,142	2,015,191	1,501,951
USB Series 2020A Debt Service Fund	2,933,158	1,753,543	1,179,615
USB Series 2020A Debt Service Reserve Fund	6,659,700	6,659,700	-
USB Series 2020B Debt Service Reserve Fund	1,270,393	1,540,498	(270,105)
Total Investments	77,481,030	70,239,665	7,241,365
Total Restricted and Unrestricted Cash	313,796,536	303,639,073	10,157,463

**Guam Waterworks Authority
Accounts Receivable - Government (Active)
May 31, 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	19,108	104	113	103	262,311	281,739
Guam Power Authority	25	37,125	29,186	-	-	-	66,311
Port Authority of Guam	6	7,481	-	-	-	-	7,481
Guam Housing & Urban Renewal Authority	10	6,409	-	-	-	-	6,409
Guam Solid Waste Authority	4	917	858	527	17	-	2,318
Guam Housing Corporation	1	54	-	-	-	-	54
Total Autonomous Agencies	54	71,093	30,147	640	120	262,311	364,311
Semi-Autonomous Agencies (Active)							
Guam Memorial Hospital Authority	3	45,792	45,922	48,009	48,598	157,861	346,182
University of Guam	48	117,576	112,548	-	-	-	230,124
Guam Community College	4	8,082	-	-	-	-	8,082
Guam Environmental Protection Agency	2	332	1	-	-	-	332
Total Semi-Autonomous Agencies	57	171,782	158,471	48,009	48,598	157,861	584,720
Line Agencies (Active)							
Department of Education	51	353,358	197,114	80,984	57,105	247,290	935,851
Department of Corrections	9	152,049	126,724	101,583	3,063	880	384,297
Department of Parks & Recreation	13	64,221	50,415	18,430	6,417	-	139,483
Department of Public Works	10	22,622	21,097	18,909	350	402	63,380
Guam Fire Department	11	7,412	5,707	1,862	228	-	15,208
Department of Public Health & Social Services	9	4,356	4,448	1,347	1,700	2,193	14,044
Department of Agriculture	7	5,634	4,608	2,072	112	116	12,542
Guam Police Department	9	4,695	2,140	417	156	-	7,408
Guam Veterans Affairs Office	2	1,119	1,054	911	821	249	4,156
Department of Mental Health and Substance	4	2,353	-	-	-	-	2,353
Department of Youth Affairs	3	2,262	-	-	-	-	2,262
Guam Homeland Security/Civil Defense	1	919	1,079	-	-	-	1,997
Office of the Governor	2	1,706	0	-	-	-	1,706
Guam Visitors Bureau	2	811	-	-	-	-	811
Department of Chamorro Affairs	7	521	120	-	-	-	641
Department of Customs & Quarantine	1	528	-	-	-	-	528
Guam Public Library	6	284	78	-	-	-	362
Guam Energy Office	1	228	-	-	-	-	228
Office of Technology	1	193	-	-	-	-	193
Department of Administration	3	159	-	-	-	-	159
Department of Administration	1	65	92	-	-	-	157
Total Line Agencies	153	625,494	414,675	226,516	69,951	251,129	1,587,766
Other Government of Guam Entities (Active)							
Mayors Council of Guam	63	28,058	15,931	11,478	7,195	18,818	81,480
The Office of the Dededo Mayor	1	386	374	576	579	-	1,914
Superior Court of Guam	2	982	-	-	-	-	982
Judiciary of Guam	4	332	-	-	-	-	332
Merizo Mayor	1	128	-	-	-	-	128
Total Other Government of Guam Entities	71	29,885	16,306	12,053	7,774	18,818	84,836
Total as of May 31, 2024 (Active)	226	655,711	430,982	238,569	77,726	269,947	2,621,634

CCU Regular Board Meeting, July 23, 2024 - GWA

GUAM WATERWORKS AUTHORITY
Accounts Receivable Aging Summary by Rate Class
As of May 31, 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	\$ 2,299,442	\$ 3,803,782	\$ 294,120	\$ 154,021	\$ 911,111	\$ 7,462,477	29%	
Agriculture	402	32,116	5,050	2,790	8,062	32,023	80,042	0%	
Commercial I	2,698	1,526,317	219,327	107,636	37,961	536,190	2,427,431	9%	
Commercial II	53	328,664	11,830	64,500	-	-	404,994	2%	
Commercial III	290	694,181	55,725	69,554	59,017	336,160	1,214,636	5%	
Golf Course	7,343	73,487	44,008	40,641	71,380	3,794,528	4,024,044	15%	
Hotel	53	1,713,231	81,767	44,202	17,164	67,402	1,923,765	7%	
Irrigation	32	3,045	1,347	393	11	640,522	645,317	2%	
Residential	40,576	4,393,068	764,461	521,826	218,750	1,883,280	7,781,385	30%	
	51,891	11,063,550	4,987,297	1,145,663	566,365	8,201,215	25,964,091	100%	
		43%	19%	4%	2%	32%			
		Less Allowance for Doubtful Accounts: (9,582,684)							
		Net Accounts Receivable: 16,381,407							
		Days Receivables Outstanding 40							

As of April 30, 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	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							

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	\$ 2,299,442	\$ 3,803,782	\$ 294,120	\$ 154,021	\$ 909,221	\$ 7,460,587	36%	
Agriculture	380	32,096	4,933	2,578	3,929	1,290	44,826	0%	
Commercial I	2,555	1,522,195	210,952	103,560	31,775	281,332	2,149,814	10%	
Commercial II	37	328,664	11,830	64,500	-	-	404,994	2%	
Commercial III	274	694,179	55,681	69,554	57,031	294,619	1,171,064	6%	
Golf Course	12	14,696	-	-	-	-	14,696	0%	
Hotel	53	1,713,231	81,767	44,202	17,164	67,402	1,923,765	9%	
Irrigation	30	3,045	1,347	393	11	-	4,795	0%	
Residential	40,195	4,388,773	734,505	513,314	215,285	1,553,388	7,405,264	36%	
	43,979	10,996,321	4,904,796	1,092,221	479,216	3,107,251	20,579,806	100%	
		53%	24%	5%	2%	15%			
		Less Allowance for Doubtful Accounts: (9,582,684)							
		Net Accounts Receivable: 10,997,122							

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	\$ 833,105	\$ 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							

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			
May 31, 2024	\$ 3,522,925 82%	\$ 217,950 5%	\$ 16,043 0%	\$ 43,084 1%	\$ 487,838 11%	\$ 4,287,840 100%	33	
April 30, 2024	\$ 3,125,861 76%	\$ 317,525 8%	\$ 153,581 4%	\$ 30,357 1%	\$ 494,726 12%	\$ 4,122,050 100%	38	
March 31, 2024	\$ 2,714,584 73%	\$ 394,692 11%	\$ 70,496 2%	\$ 11,587 0%	\$ 507,461 14%	\$ 3,698,819 100%	39	

GUAM WATERWORKS AUTHORITY
 WATER DEMAND BY RATE CLASS
 FY2015 - FY2024

SCHEDULE K

CLASS	AUDITED										% 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)	Annualized Based on 8 months 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	3,121,761	-2%
C Commercial	1,020,089	1,022,890	964,639	910,905	906,192	822,029	786,054	818,460	816,393	848,802	4%
F Federal	1,168	1,180	2,508	1,813	1,602	1,338	2,069	1,389	1,099	1,302	18%
G Government	515,974	475,366	448,430	450,165	405,980	408,502	404,026	470,581	445,116	490,948	10%
H Hotel	999,116	1,008,087	1,004,525	989,723	1,079,919	714,161	448,034	462,757	554,767	606,610	9%
G Golf	6,850	6,770	5,252	2,741	2,793	5,835	2,855	3,796	6,415	900	-86%
A Agriculture	67,376	78,628	69,482	81,127	90,803	84,492	68,805	65,719	49,748	65,543	32%
I Irrigation	<u>10,385</u>	<u>11,351</u>	<u>10,143</u>	<u>8,504</u>	<u>7,896</u>	<u>8,654</u>	<u>5,404</u>	<u>4,888</u>	<u>3,242</u>	<u>3,587</u>	11%
GRAND TOTAL	<u>6,036,620</u>	<u>6,033,960</u>	<u>5,711,790</u>	<u>5,758,590</u>	<u>5,855,091</u>	<u>5,757,733</u>	<u>5,339,864</u>	<u>5,278,164</u>	<u>5,062,012</u>	<u>5,139,454</u>	2%

**Guam Waterworks Authority
System Development Charges Project Status
As of May 31, 2024**

SCHEDULE L

Funding Summary

Total available project funds	\$ 19,028,169
Total project expenditures and encumbrances	12,445,814
Total unobligated project funds	\$ 6,582,355

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
Talofofo 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 Progra	394,000
Well Repair Program	200,000
	\$ 1,094,000



Financial Statement Overview June 2024

Key Financial Indicators

Indicator	Target	April 2024	May 2024	June 2024
DSC YTD				
• Per Section 6.12 of Indenture	1.25	1.45	1.41	1.39
• Per PUC / CCU	1.30	1.45	1.41	1.39
Days – Cash on Hand	120 days	311 days	279 days	287 days
Collection Ratio**				
• Month to Date	99%	85%	93%	90%
• Year to Date	99%	90%	91%	90%
Days Billed	30 days	29 days	31 days	30 days
Account Receivable Days	30 days	40 days	40 days	42 days
Account Payable Days	45 days	34 days	33 days	32 days
Employee Count	400 FTE	349 FTE	347 FTE	351 FTE
Water Demand				
• Month to Date	451,933	427,852	441,340	429,506
• Year to Date	4,067,400	2,984,962	3,426,302	3,855,809
Wastewater Flow				
• Month to Date	317,500	328,076	320,257	337,832
• Year to Date	2,857,500	2,201,411	2,521,669	2,859,501
Operations & Maintenance Expense*	\$6,567,186	\$6,835,680	\$6,731,301	\$7,377,868
Water Customers	43,978	43,640	43,830	43,667
Wastewater Customers	30,781	31,024	31,161	31,111

*Excludes Depreciation

** Includes SDC Revenue and Collection

Water and Wastewater Consumption

Water consumption for June 2024 increased by 6% compared to June 2023. Decreases in Residential and Golf Course consumption were made up with increases in consumption in all other customer class. Wastewater flows increased by 18% in the month of June compared to last year. Wastewater flow decreases in the Residential and Commercial 3 customer classes were offset by increases in other customer classes. Note that billing days in June 2024 were 30 days compared to 31 days in June 2023.

Year-to-date water consumption was 1% higher than the same period last year with increases in the Hotel customer class largely offsetting decreases in the residential class. Year-to-date wastewater flows as of June 2024 were 2% higher as compared to last year due to increases in the Government and Hotel customer classes.

Year-to-date average daily water consumption (ADC) as of June 2024 of 14,281 kgals is about the same as the prior year's 14,302 kgals. Decreases in the Residential customer class were offset by increases in the Hotel customer class. Year-to-date billing days at 270 days are three days more than the prior year.



Balance Sheet (Schedule A)

- Total Assets & Deferred Outflows of Resources of \$1.215B in September 2023* increased by \$10.6M or 1% to \$1.225B in June 2024. Current Assets increased by \$10.6M primarily due to increases in cash and accounts receivable. Property, Plant and Equipment decreased by \$6.6M due to increases in accumulated depreciation. Other Noncurrent Assets increased by \$8.0M due to increases in investments.
- Liabilities & Deferred Inflow of Resources of \$880.8M in September 2023* decreased by \$419.1K compared to \$881.2M in June 2024.

*September 2023 balances updated based on FY23 audit.

- Accounts Receivable days in June 2024 increased to 42 days from 40 days in May 2024. Accounts Payable days in June 2024 were 32 days compared to 33 days in May 2024. 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 June 2024 of \$11.2M are \$414.8K or 4% more than the budget of \$10.8M. June 2024 Total Operating Revenues are 34% or \$2.8M more than June 2023's \$8.4M. Note there was a rate increase of 16.7% effective October 2023.
- Year-to-date Operating Revenues as of June 2024 of \$97.8M were \$389.6K more than budget and \$16.3M or 20% more than Year-to-date Operating Revenues as of June 2023 of \$81.6M.
- 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	\$40,322,137	41.96%	\$34,889,832	43.60%
o Commercial	20,074,585	20.89%	17,353,086	21.68%
o Hotel	16,788,348	17.47%	12,542,637	15.67%
o Government of Guam	11,513,555	11.98%	9,589,395	11.98%
o Federal Government	6,944,557	7.23%	5,295,443	6.62%
o Agriculture, Golf Course, Irrigation	446,560	.46%	353,792	.44%
TOTALS	\$96,089,742	100.00%	\$80,024,185	100.00%

- Total Operating Expenses for June 2024 of \$9.8M were \$879.7K or 10% more than budget of \$8.9M. June 2024 Total Operating Expenses were 16% or \$1.5M more than June 2023's \$8.4M. 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 June 2024 of \$79.5M were 1% or \$460.9K less than the budget of \$80.0M and 1% or \$1.1M more than June 2023's YTD \$78.4M. Water purchases alone were \$5.0M more in this year compared to last year.
- Earnings from Operations for June 2024 of \$1.5M were 24% or \$464.9K less than the budget of \$1.9M and \$1.5M more than June 2023's -\$12.9K. Change in Net Assets for June 2024 of \$98.4K was 95% or \$1.7M less than the \$1.8M budget and \$1.0M less than June 2023's \$1.1M. The decrease in the Change in Net Assets year over year was mostly due to transactions related ARPA funding in the previous year.



- Year to Date Earnings from Operations as of June 2024 of \$18.3M is 5% or \$85.5K more than the budget of \$17.5M and \$15.1M more than prior year's \$3.2M. Year-to-date Change in Net Assets as of June 2024 of \$10.2M is \$6.3M or 38% less than budget of \$16.6M and \$977.1K less than prior year's \$11.2M. The decrease in the Change in Net Assets year over year was mostly due to the increase in Earnings from Operations being offset by the elimination of the ARPA funding and reduction in Grant contributions.
- No Rate Stabilization Funds were used in June 2024. There is a balance of \$950.0K in the RSF at the end of May 2024.

Cash Flow (Schedule F)

- FY2024 cash flows from operating activities were \$35.7M, \$31.8M in cash was used in capital and financing activities and cash used in investing activities was \$1.5M resulting in an increase in cash of \$2.3M. Days Cash on Hand for June 2024 was calculated at 287 days compared to 279 days for May 2024. 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%
May 2024	67	\$ 560,035	\$11,260	2.01%
June 2024	73	\$ 227,971	\$4,584	2.01%

Resolution 21- FY2024 asks the CCU to approve the contract for the new Merchant Services Vendor, Bank of Hawaii (BOH); While the PUC approved the contract, the Office of the Attorney General has expressed concerns and has yet to sign.

The Upper Tumon office is open for payments on Saturdays. For the five Saturdays in June, 602 payments totaling \$108,753 were made towards GWA billings and 741 payments totaling \$232,003 were made for GPA.



For the month of June, Finance posted \$10,855 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); the Department of Administration website has posted that this program is closed.

Guam Solid Waste (GSW) Customer Payments

GPWA began to accept GSW payments on June 6, 2022. For the month of June 2024, GWA accepted \$68,890 in GSW payments at the Upper Tumon Office. GWA will bill \$1,219 to GSW for processing fees.

FY2025-FY2029 Financial Plan

The final docket was submitted on June 6, 2024. Two virtual meetings with the PUC consultants on the rate petition were held in June 2024. Additionally, GWA has been responding to Requests for Information on the data provided. A scheduling meeting will be held with the PUC A;LJ in mid-July to ensure the Financial Plan is adjudicated by the end of this fiscal year and new rates can be effective at the beginning of FY2025.

Legislative Updates

On June 5, 2024, Governor Lou Leon Guerrero signed Bill 274-37 (COR) into law as Public Law 37-103, authorizing the creation of a commercial paper program as well as loans with USEPA and USDA. Public Law importantly authorizes an additional \$560 million in revenue bonds.

On July 5, 2024, the legislature introduced Bill 322-37 both of which appropriate \$15 million for wastewater infrastructure in parental subdivisions over the Northern Aquifer.

Bill 273-37 authorizing GWA to establish a Customer Assistance Program, introduced in April 2024, was passed by the legislature in July 2024.

Short Term Construction Financing

On July 2, 2024, additional information on alternative financing vehicles was requested from those organizations who responded to GEDA's RFI. 24-001 on Short Term Construction and Infrastructure Financing Program. Responses were requested by July 9, 2024.

Tourism

Visitor arrivals in May 2024 were 51,284 compared to May 2023 arrivals of 43,395, an increase of 18.2%. Fiscal Year to Date arrivals in May 2024 were 522,186 up 26.7% from May FY2023's YTD 412,046. Calendar Year to Date arrivals in May 2024 were 333,504 up 20.3% from May CY2023's YTD 277,292.

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

SCHEDULE A

ASSETS AND DEFERRED OUTFLOWS of RESOURCES	Unaudited June 30, 2024	Audited September 30, 2023	Increase (Decrease)
Current Assets			
Cash			
Unrestricted (Schedule G)	52,650,175	50,324,888	2,325,287
Restricted Funds (Schedule G)	36,184,894	32,707,733	3,477,161
Accounts Receivable Trade, Net of Allowance for Doubtful Receivables of \$9,682,684 at Jun 30, 2024 and \$10,894,003 at Sep 30, 2023	17,848,747	11,484,716	6,364,031
Federal Receivable	1,035,080	2,191,346	(1,156,266)
Other Receivable	1,570,847	1,561,619	9,228
Prepaid Expenses	1,011,552	1,206,948	(195,396)
Materials & Supplies Inventory, Net of Allowance for Obsolescence of \$122,856 at Jun 30, 2024 and \$122,856 at Sep 30, 2023	4,873,398	5,096,658	(223,259)
Total Current Assets	115,174,695	104,573,908	10,600,787
Property, Plant and Equipment			
Utility plant in service			
Water system	446,125,526	444,848,078	1,277,447
Wastewater system	683,633,527	679,249,470	4,384,057
Non-utility property	34,296,143	33,683,228	612,915
Total property	1,164,055,195	1,157,780,776	6,274,419
Less: Accumulated Depreciation	(446,007,554)	(424,928,727)	(21,078,827)
Land	5,737,168	5,287,305	449,863
Construction Work in Progress	81,952,512	74,149,217	7,803,295
Property, Plant and Equipment, net	805,737,323	812,288,571	(6,551,249)
Lease and subscription IT assets	614,418	614,418	-
Noncurrent assets			
Restricted cash (Schedule G)	146,172,073	150,366,788	(4,194,715)
Investments (Schedule G)	82,531,534	70,239,665	12,291,869
Total other noncurrent assets and deferred charges	228,703,607	220,606,453	8,097,154
Total Assets	1,150,230,042	1,138,083,350	12,146,692
Deferred outflows of resources			
Regulatory assets	3,174,728	3,174,728	-
Debt defeasance due to bond refunding	25,665,305	27,184,464	(1,519,159)
Deferred outflows from pension	18,328,045	18,328,045	-
Deferred outflows from OPEB	28,539,954	28,539,954	-
Total Assets and Deferred Outflows of Resources	1,225,938,074	1,215,310,541	10,627,533
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)
Series 2014 Refunding Bond	4,205,000	4,205,000	-
Series 2016 Revenue Bond	875,000	875,000	-
Series 2017 Refunding Bond	2,365,000	2,365,000	-
Lease and subscription IT liabilities	375,103	375,103	-
Accounts Payable -Trade	4,284,196	4,329,683	(45,487)
Accrued and Other Liabilities	12,640,777	9,202,765	3,438,012
Interest Payable	13,484,741	7,070,516	6,414,225
Accrued Payroll and Employee Benefits	2,098,961	1,334,022	764,939
Current portion of employee annual leave	729,390	729,390	-
Contractors' Payable	6,338,098	8,565,009	(2,226,911)
Customer and Other Deposits	2,303,824	2,268,968	34,856
Total Current Liabilities	49,700,090	44,635,456	5,064,634
Long Term Debt, less current maturities			
Series 2013 Revenue Bond	-	15,050,000	(15,050,000)
Series 2014 Refunding Bond	-	55,845,000	(55,845,000)
Series 2016 Revenue Bond	81,890,000	133,265,000	(51,375,000)
Series 2017 Refunding Bond	57,660,000	98,565,000	(40,905,000)
Series 2020A Revenue Bond	134,000,000	134,000,000	-
Series 2020B Refunding Bond	125,835,000	166,075,000	(40,240,000)
Series 2024A Refunding Bond	133,575,000	-	133,575,000
Series 2024B Refunding Bond	51,275,000	-	51,275,000
Unamortized Bond Premium/Discount	51,214,610	37,287,410	13,927,200
Lease and subscription IT liabilities	192,245	192,245	-
Net pension liability	59,402,698	59,402,698	-
Net OPEB obligation	87,184,863	87,184,863	-
Employee Annual Leave, Less Current Portion	913,289	913,289	-
Employee Sick Leave	1,429,998	1,429,998	-
Total Liabilities	834,272,793	833,845,960	426,833
Deferred inflows of resources:			
Contribution in Aid of Construction	639,287	646,937	(7,650)
Deferred inflows from pension	3,009,820	3,009,820	-
Deferred inflows from OPEB	43,293,492	43,293,492	-
Total Liabilities and Deferred Inflows of Resources	881,215,392	880,796,209	419,183
Net Assets	344,722,683	334,514,332	10,208,350
Total Liabilities, Deferred Inflows of Resources and Net Assets	1,225,938,074	1,215,310,541	10,627,533

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

SCHEDULE B

	Month to Date		Variance Favorable / (Unfavorable)
	Actual (Unaudited) June-24	Budget June-24	
OPERATING REVENUES			
Water Revenues	6,657,410	6,706,635	(49,224)
Wastewater Revenues	4,144,478	3,652,565	491,913
Legislative Surcharge	356,348	327,945	28,403
Other Revenues	41,308	39,525	1,783
System Development Charge	43,875	102,000	(58,125)
Total Operating Revenues	11,243,420	10,828,670	414,751
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	1,783,345	491,667	(1,291,679)
Power Purchases	1,842,623	1,935,131	92,508
Total Utility Costs	<u>3,625,968</u>	<u>2,426,797</u>	<u>(1,199,171)</u>
Salaries and Wages	1,691,873	1,825,560	133,687
Pension and Benefits	670,688	649,877	(20,811)
Total Salaries and Benefits	<u>2,362,561</u>	<u>2,475,437</u>	<u>112,876</u>
Capitalized Labor and Benefits	(275,033)	(346,595)	(71,562)
Net Salaries and Benefits	<u>2,087,528</u>	<u>2,128,842</u>	<u>41,314</u>
Administrative and General Expenses			
Sludge removal	86,527	27,993	(58,534)
Chemicals	91,030	159,944	68,914
Materials & Supplies	136,120	207,083	70,963
Transportation	61,963	64,580	2,617
Communications	8,536	13,268	4,732
Claims	50,549	14,917	(35,632)
Insurance	159,900	161,333	1,433
Training & Travel	35,473	16,763	(18,710)
Advertising	775	11,199	10,424
Miscellaneous	130,940	111,992	(18,948)
Regulatory Expense	8,717	18,250	9,533
Bad Debts Provision	92,614	188,520	95,906
Total Administrative and General Expense	<u>863,143</u>	<u>995,841</u>	<u>132,698</u>
Depreciation Expense	2,389,716	2,401,423	11,707
Contractual Expense			
Audit & Computer Maintenance	172,183	165,771	(6,411)
Building rental	48,905	50,264	1,358
Equipment rental	35,037	46,774	11,737
Legal	-	125,000	125,000
Laboratory	65,423	43,829	(21,594)
Other	125,973	190,403	64,430
Total Contractual Expense	<u>447,521</u>	<u>622,041</u>	<u>174,520</u>
Retiree Supp. Annuities and health care costs	295,248	252,159	(43,089)
Contribution to Government of Guam	58,458	60,809	2,350
Total Retiree Benefits	<u>353,706</u>	<u>312,968</u>	<u>(40,738)</u>
Total Operating Expenses	9,767,584	8,887,913	(879,671)
Earnings (Loss) from Operations			
	<u>1,475,836</u>	<u>1,940,757</u>	<u>(464,920)</u>
Interest Income - 2010/13/14/16/17/20 Series Bond	723,348	647,004	76,344
Interest Income - Other Funds	195,467	22,917	172,550
Interest Income - SDC	11,093	873	10,220
Interest Expense - 2010/13/14/16/17/20 Series Bond	(2,356,839)	(2,356,839)	-
Contributions from Local Government	-	-	-
Federal Expenditures	-	-	-
Loss on Asset Disposal	(112,467)	(56,499)	(55,968)
Amortization of Discount, Premium and Issuance Costs	156,349	124,228	32,121
Defeasance due to bond refunding	(168,795)	(170,449)	1,654
Prior Year Adjustment	(1,180)	(7,229)	6,049
Total non-operating revenues (expenses)	<u>(1,553,025)</u>	<u>(1,795,994)</u>	<u>242,969</u>
Net Income (Loss) before capital contributions	(77,188)	144,762	(221,951)
Capital Contributions			
Grants from US Government	175,616	1,686,437	(1,510,820)
Grants from GovGuam & Others	-	8,937	(8,937)
Total Capital Contributions	<u>175,616</u>	<u>1,695,374</u>	<u>(1,519,757)</u>
Change in Net Assets	98,428	1,840,136	(1,741,708)
Debt Service Calculation			
Earnings From Operations	1,475,836	1,940,757	
System Development Charge	(43,875)	(102,000)	
Retiree COLA	58,458	60,809	
Interest/Investment Income	195,467	22,917	
Depreciation	2,389,716	2,401,423	
Plus withdrawals (deposits) to Rate Stabilization Fund	-	79,167	
ARPA Grant	-	-	
Balance Available for Debt Service per Section 6.12	4,075,602	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)	1.25	1.35	
Debt Service Coverage (1.30X) (PUC)	1.25	1.35	

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

SCHEDULE C

	Month to Date		Variance Increase / (Decrease)
	Actual (Unaudited) June-24	Actual (Audited) June-23	
OPERATING REVENUES			
Water Revenues	6,657,410	5,342,256	1,315,154
Wastewater Revenues	4,144,478	2,764,484	1,379,995
Legislative Surcharge	356,348	241,799	114,549
Other Revenues	41,308	27,767	13,542
System Development Charge	43,875	20,220	23,655
Total Operating Revenues	11,243,420	8,396,526	2,846,895
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	1,783,345	669,901	1,113,444
Power Purchases	1,842,623	1,087,363	755,260
Total Utility Costs	<u>3,625,968</u>	<u>1,757,265</u>	<u>1,868,704</u>
Salaries and Wages	1,691,873	1,910,379	(218,505)
Pension and Benefits	670,688	638,252	32,436
Total Salaries and Benefits	<u>2,362,561</u>	<u>2,548,631</u>	<u>(186,070)</u>
Capitalized Labor and Benefits	(275,033)	(162,394)	(112,639)
Net Salaries and Benefits	<u>2,087,528</u>	<u>2,386,237</u>	<u>(298,709)</u>
Administrative and General Expenses			
Sludge removal	86,527	35,164	51,363
Chemicals	91,030	207,986	(116,956)
Materials & Supplies	136,120	310,760	(174,641)
Transportation	61,963	77,324	(15,361)
Communications	8,536	6,276	2,260
Claims	50,549	1,329	49,220
Insurance	159,900	147,927	11,974
Training & Travel	35,473	23,904	11,568
Advertising	775	20,628	(19,853)
Miscellaneous	130,940	152,301	(21,361)
Regulatory Expense	8,717	10,700	(1,984)
Bad Debts Provision	92,614	171,171	(78,557)
Total Administrative and General Expense	<u>863,143</u>	<u>1,165,469</u>	<u>(302,326)</u>
Depreciation Expense	<u>2,389,716</u>	<u>2,409,865</u>	<u>(20,149)</u>
Contractual Expense			
Audit & Computer Maintenance	172,183	100,977	71,206
Building rental	48,905	44,343	4,563
Equipment rental	35,037	40,762	(5,725)
Legal	-	62,072	(62,072)
Laboratory	65,423	14,989	50,434
Other	125,973	103,468	22,505
Total Contractual Expense	<u>447,521</u>	<u>366,611</u>	<u>80,910</u>
Retiree Supp. Annuities and health care costs	295,248	267,912	27,336
Contribution to Government of Guam	58,458	56,100	2,358
Total Retiree Benefits	<u>353,706</u>	<u>324,012</u>	<u>29,694</u>
Total Operating Expenses	<u>9,767,584</u>	<u>8,409,459</u>	<u>1,358,125</u>
Earnings (Loss) from Operations	<u>1,475,836</u>	<u>(12,933)</u>	<u>1,488,770</u>
Interest Income - 2010/13/14/16/17/20 Series Bond	723,348	1,031,781	(308,433)
Interest Income - Other Funds	195,467	162,849	32,618
Interest Income - SDC	11,093	14,430	(3,337)
Interest Expense - 2010/13/14/16/17/20 Series Bond	(2,356,839)	(2,400,140)	43,301
Interest Expense - Leases and Subscription IT	-	-	-
Contributions from Local Government	-	1,750,000	(1,750,000)
Loss on Asset Disposal	(112,467)	-	(112,467)
Amortization of Discount, Premium and Issuance Costs	156,349	124,228	32,121
Defeasance due to bond refunding	(168,795)	(170,449)	1,654
Prior Year Adjustment	(1,180)	6,000	(7,180)
Total non-operating revenues (expenses)	<u>(1,553,025)</u>	<u>518,700</u>	<u>(2,071,724)</u>
Net Income (Loss) before capital contributions	<u>(77,188)</u>	<u>505,766</u>	<u>(582,955)</u>
Capital Contributions			
Grants from US Government	175,616	619,172	(443,556)
Grants from GovGuam & Others	-	-	-
Total Capital Contributions	<u>175,616</u>	<u>619,172</u>	<u>(443,556)</u>
Change in Net Assets	<u>98,428</u>	<u>1,124,938</u>	<u>(1,026,510)</u>
Debt Service Calculation			
Earnings From Operations	1,475,836	(12,933)	
System Development Charge	(43,875)	(20,220)	
Retiree COLA	58,458	56,100	
Interest/Investment Income	195,467	162,849	
Depreciation	2,389,716	2,409,865	
Plus withdrawals (deposits) to Rate Stabilization Fund	-	-	
ARPA Grant	-	1,750,000	
Balance Available for Debt Service per Section 6.12	<u>4,075,602</u>	<u>4,345,660</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>1.25</u>	<u>1.34</u>	
Debt Service Coverage (1.30X) (PUC)	<u>1.25</u>	<u>1.34</u>	

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

SCHEDULE D

	Year to Date		Variance Favorable / (Unfavorable)
	Actual (Unaudited) June-24	Budget June-24	
OPERATING REVENUES			
Water Revenues	59,700,052	60,359,711	(659,659)
Wastewater Revenues	33,337,143	32,873,084	464,059
Legislative Surcharge	3,052,547	2,951,506	101,041
Other Revenues	365,562	355,725	9,837
System Development Charge	1,392,285	918,000	474,285
Total Operating Revenues	97,847,589	97,458,026	389,563
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	10,296,662	4,425,000	
Power Purchases	16,073,626	17,416,176	1,342,550
Total Utility Costs	26,370,288	21,841,176	(4,529,112)
Salaries and Wages	14,813,528	16,430,044	1,616,516
Pension and Benefits	6,109,577	5,848,891	(260,686)
Total Salaries and Benefits	20,923,106	22,278,935	1,355,830
Capitalized Labor and Benefits	(2,270,178)	(3,119,355)	(849,177)
Net Salaries and Benefits	18,652,928	19,159,580	506,652
Administrative and General Expenses			
Sludge removal	842,073	251,937	
Chemicals	1,063,952	1,439,499	375,547
Materials & Supplies	918,813	1,863,745	944,932
Transportation	384,142	581,220	197,078
Communications	80,372	119,408	39,037
Claims	50,549	134,250	83,701
Insurance	1,350,733	1,452,000	101,267
Training & Travel	164,387	150,865	(13,522)
Advertising	18,809	100,789	81,980
Miscellaneous	1,137,523	1,007,930	
Regulatory Expense	173,494	164,250	(9,244)
Bad Debts Provision	254,450	1,696,677	1,442,226
Total Administrative and General Expense	6,439,295	8,962,570	2,523,275
Depreciation Expense	21,404,049	21,612,807	208,758
Contractual Expense			
Audit & Computer Maintenance	1,310,572	1,491,943	181,370
Building rental	439,033	452,374	13,340
Equipment rental	250,383	420,968	170,585
Legal	176,904	1,125,000	948,096
Laboratory	586,043	394,463	(191,580)
Other	957,644	1,713,624	755,980
Total Contractual Expense	3,720,579	5,598,371	1,877,792
Retiree Supp. Annuities and health care costs	2,417,048	2,269,434	(147,615)
Contribution to Government of Guam	526,125	547,279	21,154
Total Retiree Benefits	2,943,173	2,816,713	(126,460)
Total Operating Expenses	79,530,312	79,991,217	460,905
Earnings (Loss) from Operations	18,317,276	17,466,809	850,468
Interest Income - 2010/13/14/16/17/20 Series Bond	8,095,520	5,823,037	2,272,483
Interest Income - Other Funds	1,800,698	206,250	1,594,448
Interest Income - SDC	161,172	7,857	153,315
Interest Expense - 2010/13/14/16/17/20 Series Bond	(21,211,549)	(21,211,549)	-
Contributions from Local Government	-	-	-
Federal Expenditures	-	-	-
Loss on Asset Disposal	(351,964)	(508,490)	156,525
Amortization of Discount, Premium and Issuance Costs	(49,143)	1,118,053	(1,167,195)
Defeasance due to bond refunding	1,518,560	(1,534,044)	3,052,603
Prior Year Adjustment	(38,926)	(65,062)	26,136
Total non-operating revenues (expenses)	(10,075,633)	(16,163,948)	6,088,315
Net Income (Loss) before capital contributions	8,241,644	1,302,861	6,938,783
Capital Contributions			
Grants from US Government	1,823,677	15,177,929	(13,354,252)
Grants from GovGuam & Others	143,029	80,434	62,595
Total Capital Contributions	1,966,707	15,258,364	(13,291,657)
Change in Net Assets	10,208,350	16,561,224	(6,352,874)
Debt Service Calculation			
Earnings From Operations	18,317,276	17,466,809	
System Development Charge	(1,392,285)	(918,000)	
Retiree COLA	526,125	547,279	
Interest/Investment Income	1,800,698	206,250	
Depreciation	21,404,049	21,612,807	
Plus withdrawals (deposits) to Rate Stabilization Fund	-	712,500	
ARPA Grant	-	-	
Balance Available for Debt Service per Section 6.12	40,655,863	39,627,645	
Debt Service			
Principal	8,070,000	8,070,000	
Interest	21,211,549	21,211,549	
Total	29,281,549	29,281,549	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.39	1.35	
Debt Service Coverage (1.30X) (PUC)	1.39	1.35	

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

SCHEDULE E

	Year to Date		Variance Increase / (Decrease)
	Actual (Unaudited) June-24	Actual (Audited) June-23	
OPERATING REVENUES			
Water Revenues	59,700,052	50,151,190	9,548,861
Wastewater Revenues	33,337,143	27,541,874	5,795,269
Legislative Surcharge	3,052,547	2,331,121	721,427
Other Revenues	365,562	404,972	(39,410)
System Development Charge	1,392,285	1,123,675	268,610
Total Operating Revenues	97,847,589	81,552,831	16,294,758
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	10,296,662	5,256,801	5,039,861
Power Purchases	16,073,626	18,979,031	(2,905,404)
Total Utility Costs	<u>26,370,288</u>	<u>24,235,832</u>	<u>2,134,457</u>
Salaries and Wages	14,813,528	14,808,312	5,216
Pension and Benefits	6,109,577	5,669,649	439,929
Total Salaries and Benefits	<u>20,923,106</u>	<u>20,477,961</u>	<u>445,145</u>
Capitalized Labor and Benefits	(2,270,178)	(2,107,221)	(162,957)
Net Salaries and Benefits	<u>18,652,928</u>	<u>18,370,740</u>	<u>282,188</u>
Administrative and General Expenses			
Sludge removal	842,073	453,642	388,430
Chemicals	1,063,952	1,176,503	(112,552)
Materials & Supplies	918,813	1,230,338	(311,525)
Transportation	384,142	430,267	(46,125)
Communications	80,372	85,128	(4,756)
Claims	50,549	32,722	17,827
Insurance	1,350,733	1,331,341	19,391
Training & Travel	164,387	82,570	81,817
Advertising	18,809	60,401	(41,592)
Miscellaneous	1,137,523	936,278	201,245
Regulatory Expense	173,494	138,521	34,973
Bad Debts Provision	254,450	1,600,484	(1,346,033)
Total Administrative and General Expense	<u>6,439,295</u>	<u>7,558,195</u>	<u>(1,118,899)</u>
Depreciation Expense	<u>21,404,049</u>	<u>21,509,504</u>	<u>(105,456)</u>
Contractual Expense			
Audit & Computer Maintenance	1,310,572	1,430,638	(120,066)
Building rental	439,033	429,745	9,288
Equipment rental	250,383	360,296	(109,913)
Legal	176,904	491,308	(314,404)
Laboratory	586,043	200,649	385,394
Other	957,644	1,135,110	(177,466)
Total Contractual Expense	<u>3,720,579</u>	<u>4,047,745</u>	<u>(327,166)</u>
Retiree Supp. Annuities and health care costs	2,417,048	2,168,898	248,150
Contribution to Government of Guam	526,125	504,900	21,225
Total Retiree Benefits	<u>2,943,173</u>	<u>2,673,798</u>	<u>269,375</u>
Total Operating Expenses	<u>79,530,312</u>	<u>78,395,814</u>	<u>1,134,498</u>
Earnings (Loss) from Operations	<u>18,317,276</u>	<u>3,157,017</u>	<u>15,160,259</u>
Interest Income - 2010/13/14/16/17/20 Series Bond	8,095,520	7,015,252	1,080,268
Interest Income - Other Funds	1,800,698	1,050,039	750,659
Interest Income - SDC	161,172	47,127	114,044
Interest Expense - 2010/13/14/16/17/20 Series Bond	(21,211,549)	(21,601,258)	389,709
Contributions from Local Government	-	11,550,000	(11,550,000)
Federal Expenditures	-	(25,000)	25,000
Loss on Asset Disposal	(351,964)	(284,212)	(67,753)
Amortization of Discount, Premium and Issuance Costs	(49,143)	1,118,053	(1,167,195)
Defeasance due to bond refunding	1,518,560	(1,534,044)	3,052,603
Prior Year Adjustment	(38,926)	(148,545)	109,619
Total non-operating revenues (expenses)	<u>(10,075,633)</u>	<u>(2,812,588)</u>	<u>(7,263,045)</u>
Net Income (Loss) before capital contributions	<u>8,241,644</u>	<u>344,429</u>	<u>7,897,215</u>
Capital Contributions			
Grants from US Government	1,823,677	10,780,303	(8,956,626)
Grants from GovGuam & Others	143,029	60,749	82,281
Total Capital Contributions	<u>1,966,707</u>	<u>10,841,051</u>	<u>(8,874,345)</u>
Change in Net Assets	<u>10,208,350</u>	<u>11,185,480</u>	<u>(977,130)</u>
Debt Service Calculation			
Earnings From Operations	18,317,276	3,157,017	
System Development Charge	(1,392,285)	(1,123,675)	
Retiree COLA	526,125	504,900	
Interest/Investment Income	1,800,698	1,050,039	
Depreciation	21,404,049	21,509,504	
Plus withdrawals (deposits) to Rate Stabilization Fund	-	2,550,000	
ARPA Grant	-	11,550,000	
Balance Available for Debt Service per Section 6.12	<u>40,655,863</u>	<u>39,197,786</u>	
Debt Service			
Principal	8,070,000	7,676,250	
Interest	21,211,549	21,601,258	
Total	<u>29,281,549</u>	<u>29,277,508</u>	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	<u>1.39</u>	<u>1.34</u>	
Debt Service Coverage (1.30X) (PUC)	<u>1.39</u>	<u>1.34</u>	

Guam Waterworks Authority Statement of Cash Flows FY2024	SCHEDULE F		
	Unaudited YTD Jun-24	Audited YTD Sep-23	Increase (Decrease)
Cash flows from operating activities:			
Cash received from trade and others	91,254,735	120,965,897	(29,711,162)
Cash payments to suppliers/contractors for goods and services	(32,472,181)	(46,755,481)	14,283,300
Cash payments to employees for services	(20,158,167)	(27,081,802)	6,923,635
Cash payments for retiree healthcare costs and other benefits	(2,943,173)	(3,560,495)	617,322
Net cash provided by operating activities	35,681,214	43,568,119	(7,886,905)
Cash flows from noncapital financing activities:			
Receipts from the Local Government operating grant	-	14,460,048	(14,460,048)
	-	14,460,048	(14,460,048)
Cash flows from capital and related financing activities:			
Contributed capital received (grants)	3,122,973	10,208,987	(7,086,014)
Acquisition of utility plant	(15,161,498)	(41,331,452)	26,169,954
Repayment of Long Term Debt	(6,433,642)	(10,235,000)	3,801,358
Interest expense	(13,366,833)	(28,801,678)	15,434,845
Legal proceeds	-	950,000	(950,000)
Net cash provided by (used in) capital and related financing activities	(31,839,000)	(69,209,143)	37,370,143
Cash flows from investing activities:			
Transfers from (to) restricted fund	(11,574,316)	11,077,261	(22,651,577)
Interest income received	10,057,389	11,604,779	(1,547,390)
Net cash provided by investing activities	(1,516,927)	22,682,040	(24,198,967)
Net increase (decrease) in cash	2,325,287	11,501,064	(9,175,777)
Unrestricted cash at beginning of the period	50,324,888	38,823,824	11,501,063
Unrestricted cash at end of period	52,650,175	50,324,888	2,325,287
Reconciliation of operating loss to net cash provided by operating activities:			
Operating Income (loss)	18,317,276	1,872,603	16,444,673
Adjustments to reconcile to net cash provided by operating activities:			
Depreciation expense	21,404,049	30,911,997	(9,507,948)
Bad debts (recovery)	254,450	421,467	(167,017)
Capitalized labor and benefits	(2,270,178)	(3,075,928)	805,750
Recovery of provision for inventory obsolescence	-	-	-
Non-cash pension and OPEB costs	-	1,335,785	(1,335,785)
Other Non-cash adjustments	-	(323,071)	323,071
(Increase) decrease in assets:			
Accounts receivable	(6,627,710)	4,519,295	(11,147,005)
Materials and supplies inventory	223,259	(623,993)	847,252
Prepaid expenses	195,396	526,069	(330,673)
Regulatory Assets	-	(377,969)	377,969
Increase (decrease) in liabilities:			
Accounts payable	(45,487)	(45,808)	321
Accrued payroll and employee benefits	764,939	136,972	627,967
Customer deposits	34,856	(6,345)	41,201
Other liabilities	3,430,362	8,297,045	(4,866,683)
Net cash provided by operating activities	35,681,214	43,568,119	(7,886,905)

GUAM WATERWORKS AUTHORITY
Restricted and Unrestricted Cash Summary
FY2024

SCHEDULE G

Description	Unaudited June 30, 2024	Audited September 30, 2023	Increase (Decrease)
UNRESTRICTED			
Change Fund	2,000	2,000	-
Petty Cash	3,930	3,930	-
BOG Deposit Accounts	26,452,810	26,112,801	340,009
BOG O & M Reserve	15,027,103	14,477,230	549,873
BOG CapEx Fund	10,214,332	8,778,927	1,435,405
BOG Rate Stabilization Fund	950,000	950,000	-
Sub-total Unrestricted	52,650,175	50,324,888	2,325,287
	-	-	(0)
RESTRICTED			
Bank Pacific	11,439	6,345	5,093
Bank of Hawaii	315,883	167,390	148,493
Community First FCU	1,042	2,538	(1,496)
First Hawaiian Bank	58,121	82,921	(24,800)
Bank Pacific Surcharge	476,641	6,863	469,778
Bank Pacific Escrow Deposit	958,768	958,711	57
BOG Customer Refunds	2,296,423	2,157,517	138,907
BOG Sewer Hookup Revolving Fund	2,163,379	2,079,769	83,610
BOG Operation and Maintenance Fund	3,083,482	3,083,482	-
BOG Revenue Trust	231,263	(137,922)	369,186
BOG Revenue Trust Fund	7,350,635	10,471,820	(3,121,185)
BOG Capital Improvement Revenue Fund	12,301,826	8,452,503	3,849,323
	29,248,902	27,331,937	1,916,964
BOG - SDC Deposit	935,993	1,125,796	(189,803)
BOG - SDC CDs	6,000,000	4,250,000	1,750,000
Total SDC	6,935,993	5,375,796	1,560,197
Total Restricted	36,184,894	32,707,733	3,477,161
	-	-	(0)
Reserve Funds			
BOG Series 2013 Construction Fund	3,240,377	3,459,448	(219,070)
BOG Series 2016 Construction Fund	23,183,165	27,091,177	(3,908,013)
BOG Series 2017 Refunding Construction Fund	3,664,781	3,648,718	16,063
BOG Series 2020A Construction Fund	111,042,353	111,457,380	(415,027)
BOG CIF-Construction Fund Transfers	4,888,962	4,710,065	178,897
BOG-2024AB COI Funds	152,434	-	152,434
	146,172,073	150,366,788	(4,194,715)
	-	-	(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	14,119,562	10,100,975	4,018,587
USB Series 2016 Debt Service Fund	2,971,413	2,061,782	909,631
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	3,903,022	2,015,191	1,887,831
USB Series 2020A Debt Service Fund	3,502,891	1,753,543	1,749,348
USB Series 2020A Debt Service Reserve Fund	6,659,700	6,659,700	-
USB Series 2020B Debt Service Reserve Fund	1,640,843	1,540,498	100,345
USB Series 2024A Debt Service Fund	1,985,073	-	1,985,073
USB Series 2024A Debt Service Fund	633,816	-	633,816
Total Investments	82,531,534	70,239,665	12,291,869
	-	-	-
Total Restricted and Unrestricted Cash	317,538,676	303,639,073	13,899,603

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

SCHEDULE H

Customer Name	A G I N G						Total
	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	
Autonomous Agencies (Active)							
Guam Int'l Airport Authority	8	22,613	131	104	113	262,284	285,244
Guam Power Authority	25	32,998	5,218	-	-	-	38,216
Guam Housing & Urban Renewal Authority	10	7,855	3,815	-	-	-	11,670
Port Authority of Guam	6	2,608	-	-	-	-	2,608
Guam Solid Waste Authority	4	893	73	4	-	-	970
Guam Housing Corporation	1	49	-	-	-	-	49
Total Autonomous Agencies	54	67,016	9,237	108	113	262,284	338,758
Semi-Autonomous Agencies (Active)							
Guam Memorial Hospital Authority	3	47,356	45,792	45,922	48,009	111,850	298,929
University of Guam	48	110,465	34	4	-	-	110,503
Guam Community College	4	7,036	-	-	-	-	7,036
Guam Environmental Protection Agency	2	381	1	-	-	-	382
Total Semi-Autonomous Agencies	57	165,238	45,827	45,926	48,009	111,850	416,850
Line Agencies (Active)							
Department of Education	51	329,370	315,866	45,653	8,779	16,646	716,314
Department of Corrections	9	129,539	152,049	95,051	231	-	376,870
Department of Parks & Recreation	13	68,657	48,511	18,334	163	-	135,666
Department of Public Works	10	21,890	22,622	18,353	291	-	63,156
Department of Agriculture	7	5,491	5,634	2,678	2,014	108	15,926
Department of Public Health & Social Services	9	3,316	3,487	2,003	1,347	3,892	14,045
Department of Military Affairs/GUARNG	1	7,493	-	-	-	-	7,493
Guam Police Department	9	5,379	1,686	139	160	-	7,364
Guam Fire Department	11	4,168	330	-	-	-	4,498
Guam Veterans Affairs Office	2	844	1,119	1,054	849	221	4,088
Guam Homeland Security/Civil Defense	1	1,280	919	1,079	-	-	3,277
Department of Chamorro Affairs	7	2,134	-	-	-	-	2,134
Office of the Governor	2	1,437	0	-	-	-	1,437
Guam Public Library	6	1,106	284	8	-	-	1,398
Guam Visitors Bureau	2	765	-	-	-	-	765
Department of Youth Affairs	3	677	-	-	-	-	677
Department of Customs & Quarantine	1	528	-	-	-	-	528
Guam Energy Office	1	199	228	-	-	-	426
Department of Administration	1	140	65	27	-	-	232
Office of Technology	1	191	-	-	-	-	191
Department of Administration	3	88	-	-	-	-	88
Office of Civil Defense	1	32	-	-	-	-	32
Total Line Agencies	151	584,724	552,800	184,379	13,834	20,868	1,356,604
Other Government of Guam Entities (Active)							
Mayors Council of Guam	63	22,170	7,908	1,633	-	-	31,711
Superior Court of Guam	2	897	-	-	-	-	897
The Office of the Dededo Mayor	1	512	-	-	-	-	512
Judiciary of Guam	4	420	-	-	-	-	420
Merizo Mayor	1	56	-	-	-	-	56
Total Other Government of Guam Entities	71	24,055	7,908	1,633	-	-	33,597
Total as of June 30, 2024 (Active)	333	841,034	615,771	232,046	61,955	395,002	2,145,809

CCU Regular Board Meeting, July 23, 2024 - GWA

GUAM WATERWORKS AUTHORITY
Accounts Receivable Aging Summary by Rate Class
As of June 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	446	\$ 1,346,870	\$ 1,848,468	\$ 3,263,956	\$ 68,857	\$ 1,282,204	\$ 7,810,354	28%	
Agriculture	402	39,575	7,984	2,197	2,061	38,719	90,536	0%	
Commercial I	2,701	1,497,091	186,499	117,010	44,648	542,713	2,387,961	9%	
Commercial II	55	420,238	13,825	9,815	60,843	-	504,721	2%	
Commercial III	292	657,374	160,182	42,489	60,645	344,786	1,265,475	5%	
Golf Course	15	13,997	206	74	129	5,873	20,279	0%	
Hotel	53	2,536,270	97,280	37,430	15,194	58,287	2,744,462	10%	
Irrigation	30	3,365	622	401	40	1,306	5,734	0%	
Residential	48,015	5,068,705	997,790	454,190	435,578	5,745,646	12,701,909	46%	
	52,009	11,583,484	3,312,856	3,927,563	687,996	8,019,533	27,531,431	100%	
		42%	12%	14%	2%	29%			
		Less Allowance for Doubtful Accounts: (9,582,684)							
		Net Accounts Receivable: 17,948,747							
		Days Receivables Outstanding: 42							

As of May 31, 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	444	\$ 2,299,442	\$ 3,803,782	\$ 294,120	\$ 154,021	\$ 911,111	\$ 7,462,477	29%	
Agriculture	402	32,116	5,050	2,790	8,062	32,023	80,042	0%	
Commercial I	2,698	1,526,317	219,327	107,636	37,961	536,190	2,427,431	9%	
Commercial II	53	328,664	11,830	64,500	-	-	404,994	2%	
Commercial III	290	694,181	55,725	69,554	59,017	336,160	1,214,636	5%	
Golf Course	7,343	73,487	44,008	40,641	71,380	3,794,528	4,024,044	15%	
Hotel	53	1,713,231	81,767	44,202	17,164	67,402	1,923,765	7%	
Irrigation	32	3,045	1,347	393	11	640,522	645,317	2%	
Residential	40,576	4,393,068	764,461	521,826	218,750	1,883,280	7,781,385	30%	
	51,891	11,063,550	4,987,297	1,145,663	566,365	8,201,215	25,964,091	100%	
		43%	19%	4%	2%	32%			
		Less Allowance for Doubtful Accounts: (9,582,684)							
		Net Accounts Receivable: 16,381,407							
		Days Receivables Outstanding: 45							

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	\$ 585,042	\$ 1,848,468	\$ 3,263,956	\$ 68,857	\$ 641,682	\$ 6,408,005	30%	
Agriculture	380	39,534	7,965	2,111	1,895	3,945	55,450	0%	
Commercial I	2,559	1,496,490	182,938	108,757	40,727	285,120	2,114,032	10%	
Commercial II	37	420,238	13,825	9,815	60,843	-	504,721	2%	
Commercial III	274	656,923	160,150	42,458	56,871	302,000	1,218,402	6%	
Golf Course	12	13,997	-	-	-	-	13,997	0%	
Hotel	53	2,536,270	97,280	37,430	15,194	58,287	2,744,462	13%	
Irrigation	29	3,365	622	401	40	11	4,439	0%	
Residential	40,216	5,012,607	931,670	378,815	384,031	1,593,688	8,300,811	39%	
	44,003	10,764,466	3,242,917	3,843,743	628,458	2,884,732	21,364,318	100%	
		50%	15%	18%	3%	14%			
		Less Allowance for Doubtful Accounts: (9,582,684)							
		Net Accounts Receivable: 11,781,634							

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	\$ 2,299,442	\$ 3,803,782	\$ 294,120	\$ 154,021	\$ 909,221	\$ 7,460,587	36%	
Agriculture	380	32,096	4,933	2,578	3,929	1,290	44,826	0%	
Commercial I	2,555	1,522,195	210,952	103,560	31,775	281,332	2,149,814	10%	
Commercial II	37	328,664	11,830	64,500	-	-	404,994	2%	
Commercial III	274	694,179	55,681	69,554	57,031	294,619	1,171,064	6%	
Golf Course	12	14,696	-	-	-	-	14,696	0%	
Hotel	53	1,713,231	81,767	44,202	17,164	67,402	1,923,765	9%	
Irrigation	30	3,045	1,347	393	11	-	4,795	0%	
Residential	40,195	4,388,773	734,505	513,314	215,285	1,553,388	7,405,264	36%	
	43,979	10,996,321	4,904,796	1,092,221	479,216	3,107,251	20,579,806	100%	
		53%	24%	5%	2%	15%			
		Less Allowance for Doubtful Accounts: (9,582,684)							
		Net Accounts Receivable: 10,997,122							

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			
June 30, 2024	\$ 3,660,813 85%	\$ 50,995 1%	\$ 62,384 1%	\$ 13,419 0%	\$ 496,585 12%	\$ 4,284,196 100%	32	
May 31, 2024	\$ 3,522,925 82%	\$ 217,950 5%	\$ 16,043 0%	\$ 43,084 1%	\$ 487,838 11%	\$ 4,287,840 100%	33	
April 30, 2024	\$ 3,125,861 76%	\$ 317,525 8%	\$ 153,581 4%	\$ 30,357 1%	\$ 494,726 12%	\$ 4,122,050 100%	38	

GUAM WATERWORKS AUTHORITY
 WATER DEMAND BY RATE CLASS
 FY2015 - FY2024

SCHEDULE K

CLASS	AUDITED										% 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)	Annualized Based on 9 months 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	3,112,737	-2%
C Commercial	1,020,089	1,022,890	964,639	910,905	906,192	822,029	786,054	818,460	816,393	847,926	4%
F Federal	1,168	1,180	2,508	1,813	1,602	1,338	2,069	1,389	1,099	1,381	26%
G Government	515,974	475,366	448,430	450,165	405,980	408,502	404,026	470,581	445,116	486,271	9%
H Hotel	999,116	1,008,087	1,004,525	989,723	1,079,919	714,161	448,034	462,757	554,767	623,175	12%
G Golf	6,850	6,770	5,252	2,741	2,793	5,835	2,855	3,796	6,415	874	-86%
A Agriculture	67,376	78,628	69,482	81,127	90,803	84,492	68,805	65,719	49,748	65,094	31%
I Irrigation	<u>10,385</u>	<u>11,351</u>	<u>10,143</u>	<u>8,504</u>	<u>7,896</u>	<u>8,654</u>	<u>5,404</u>	<u>4,888</u>	<u>3,242</u>	<u>3,620</u>	12%
GRAND TOTAL	<u>6,036,620</u>	<u>6,033,960</u>	<u>5,711,790</u>	<u>5,758,590</u>	<u>5,855,091</u>	<u>5,757,733</u>	<u>5,339,864</u>	<u>5,278,164</u>	<u>5,062,012</u>	<u>5,141,078</u>	2%

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

SCHEDULE L

Funding Summary

Total available project funds	\$ 19,083,555
Total project expenditures and encumbrances	12,445,814
Total unobligated project funds	\$ 6,637,742

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
Talofofo 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 Progra	394,000
Well Repair Program	200,000
	\$ 1,094,000



GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Service Building | 688 Route 15 | Mangilao, Guam 96913
Tel: (671) 300-6846/7

Issues for Decision

Resolution No. 17- FY2024 (GWA) / Resolution No. FY2024-20 (GPA)

Relative to the Approval of the Creation of the Legal Analyst Position in the Classified Status and the Addition to GPA's and GWA's Certified, Technical, and Professional List of Positions.

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

The absence of a Legal Analyst position hinders the ability of GWA and GPA legal counsels to prepare legal documents, conduct research and case preparation, stay informed on rules of practice before courts and adjudication bodies, and interview clients and witnesses. By creating the Legal Analyst position specifically for GWA and GPA, the minimum qualification and illustrative examples of the position would provide greater flexibility to accomplish the overall goals and key performance indicators for the legal section for both utilities.

Where is the location?

The Legal Analyst position is organizationally based with the Legal Division within the Guam Waterworks Authority and the Guam Power Authority.

How much will it cost?

The proposed pay ranges and demonstration of compliance with §6301 of this Title: GWA's compensation plan was authorized by P.L. 28-159 and approved by the CCU in October 2007. The proposed compensation follows the Strategic Pay Plan Methodology. The proposed salary range to fill the position is as follows:

Legal Analyst	GWA (25 th Market Percentile: 2022 Market Data) Minimum: \$61,152.00 per annum / \$29.40 per hour Maximum: \$63,635.00 per annum / \$30.59 per hour
Legal Analyst	GPA (30 th Market Percentile: 2022 Market Data) Minimum: \$62,199.57 per annum / \$29.90 per hour Maximum: \$64,725.12 per annum / \$31.12 per hour

When will it be completed?

The petitions shall be posted on the agency, department, or public corporation's website for ten (10) days (except Saturdays, Sundays, and government of Guam holidays). After the posting, the General Manager shall forward the petition along with evidence of his compliance with 4 GCA, Chapter 6, §6303.1(a), to the governing board or commission who, if they approve the same, shall approve the petition by resolution and file the petition and resolution for records with the Director of Administration and the Legislative Secretary.

No new position may be filled until after compliance with the provision of this Section and thirty (30) days have elapsed from the filing date with the Legislative Secretary.

Resolution 17-FY2024 (GWA) and Resolution FY2024-20 (GPA) - Relative to the Approval of the Creation of the Legal Analyst Position in the Classified Status and to Add to GPA's and GWA's Certified, Technical, and Professional List of Positions.

Page 2

What is the funding source?

GWA and GPA are responsible for the funding available for these positions and for ensuring compliance with all applicable laws, rules, and regulations regarding the creation, filling, and retention of positions in certified, technical, and professional positions. The funding of this position has no financial impact on the Government of Guam General Fund.

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

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GWA RESOLUTION NO. 17-FY2024
GPA RESOLUTION NO. FY2024-20

RELATIVE TO THE CREATION AND APPROVAL OF POSITION
CLASSIFICATION SPECIFICATION FOR:
LEGAL ANALYST

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

WHEREAS, the GWA and GPA are Guam Public Corporations established and existing under the laws of Guam; and

WHEREAS, the Legal Analyst position is deemed essential to meet the demands of the legal division within GWA and GPA, as both entities provides a wide range of legal services necessary to address specific issues raised within each organization, the GWA/GPA executive management teams, and the elected CCU; and

WHEREAS, the absence of a Legal Analyst position hinders the ability of GWA and GPA legal counsels to prepare legal documents, conduct research and case preparation, stay informed on rules of practice before courts and adjudication bodies, and interview clients and witnesses to address utility issues and cases more efficiently and effectively; and

WHEREAS, the General Managers of GWA and GPA have petitioned the CCU to approve the job specification standard for the Legal Analyst position in the classified status (Attachment A); and

WHEREAS, Public Law 34-131, Section 2, §6303 (d) and (2C) authorizes the creation of positions in Autonomous Agencies and Public Corporations; and

WHEREAS, GWA Personnel Rules and Regulations as amended by Public Law 28-159 Section 3 (C) authorizes the CCU to amend, modify, or add a position to the list of certified, technical, and professional positions; and

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

1. The recitals set forth above hereby constitute the findings of the CCU.
2. The CCU finds that the creation of the Legal Analyst position would be in the classified service.
3. The CCU hereby authorizes GWA and GPA to add the Legal Analyst position to the Certified, Technical, and Professional (CTP) list of positions.
4. The CCU hereby further authorizes the management of GWA and GPA to adopt the proposed minimum and maximum range of compensation, under the Strategic Pay Methodology as follows:

25 th Market Percentile (2022 Market Data – 5 Sub-Steps) - GWA											
Benchmark Position	Structural Adjustment- MIN						Structural Adjustment- MIN				
	JE Points	Base Salary	Hourly	Grade	Step	Sub-Step	Base Salary	Hourly	Grade	Step	Sub-Step
Legal Analyst	701	\$61,152.25	\$29.40	J	2	C	\$63,635.27	\$30.59	J	3	C

30 th Market Percentile (2022 Market Data – 5 Sub-Steps) - GPA											
Benchmark Position	Structural Adjustment- MIN						Structural Adjustment- MIN				
	JE Points	Base Salary	Hourly	Grade	Step	Sub-Step	Base Salary	Hourly	Grade	Step	Sub-Step
Legal Analyst	629	\$62,199.57	\$29.90	J	02	B	\$64,725.12	\$31.12	J	03	B

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

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DULY AND REGULARLY ADOPTED, this 23rd day of July, 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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LEGAL ANALYST (PROPOSED)



NATURE OF WORK IN THE CLASS:

Under the general direction and supervision of the Guam Power Authority (GPA) or the Guam Waterworks Authority (GWA) staff attorney, employees in this class perform a variety of specialized legal assignments and conduct legal research; analyze legislation, regulations, procedural court orders, and non-complex court and administrative decisions; prepare legal documents and forms for administrative and court proceedings; prepares reports; reviews and assist with the preparation of templated agreements and contracts; and assists with the preparation of administrative rules, regulations, and resolutions; and, coordinated assigned activities.

ILLUSTRATIVE EXAMPLES OF WORK: (This list is of examples only and does not indicate all job-related duties required of this position.)

Conduct legal research and summarize results; assist in case preparation, pretrial and trial preparation, both in and outside the courtroom and/or for any administrative or regulatory proceeding to include Civil Service Commission (CSC) Status Calls/Hearings, Consolidated Commission on Utilities, and Public Utilities Commission regular meetings and hearing.

Monitors, tracks, and updates the status of attorneys' cases and prepares related status reports and summaries;

Identifies and resolves scheduling conflicts for case matters, witnesses, clients, and attorneys;

Identifies, compiles, and selects documents and exhibits for discovery and trial;

Applies knowledge of various court rules related to legal practice subject matter and court filing procedures;

Calculates and calendars critical and other dates and advises attorney of specific time requirements, deadlines, and court schedules;

Schedules and coordinates pre-hearing conferences or depositions; summarizes deposition content;

Communicates with the courts, clients, and witnesses regarding noted motions and confirms scheduling;

Prepares, proofreads, serves, and files notices of appearance, answers, motions, notices of hearings, initial or final orders, appellate briefs, accompanying correspondence, and other related case and court documents or pleadings in compliance with court rules;

Checks legal citations and references for correct format;



LEGAL ANALYST **(PROPOSED)**



Performs legal research to gather and analyze information relevant to litigation regarding specific topics, statutes, case law, court rules, and legislative history;

Prepares exhibits and courtroom aids, incorporating current technology;

Drafts interrogatories, requests for documents and responses to same;

Prepares and finalizes discovery, both propounded and responsive;

Review discovery requests provided by the opposing party and identify necessary information needed to obtain appropriate records;

Composes, organizes, and enters discovery information into legal databases; summarizes depositions and other discovery materials;

Retrieves case records, statements, or exhibits as required from databases;

Provides assistance to attorneys during trial and/or Civil Service Commission (CSC) hearings or other similar administrative or regulatory hearings;

Assembles attorney instructions, organizes hearing and trial notebooks, and maintains case files;

Performs other work as required.

KNOWLEDGE, ABILITIES, AND SKILLS

Knowledge of legal procedures and terminology

Knowledge of principles of legal research and legal writing

Knowledge of legal processes and court judicial systems

Knowledge of principles of ethics and confidentiality rules related to legal practice

Knowledge of judicial and quasi-judicial procedures and the rules of evidence

Ability to supervise and train legal clerks or legal secretaries on investigative techniques and processes

Ability to perform legal research in accordance with preliminary instructions as to methods or approach, source material available, and policy and precedent of the office

Ability to summarize facts and evidence and prepare legal instruments

Ability to communicate clearly and logically in oral and written form



LEGAL ANALYST (PROPOSED)



Ability to utilize technology in research and writing assignments

Ability to create spreadsheets to capture and analyze data

Ability to maintain effective working relationships with persons contacted in the course of work

MINIMUM EXPERIENCE AND TRAINING

- A. Certificate of completion of a paralegal program approved by the American Bar Association; **or**
- B. Graduation from a recognized college or university with a Bachelor's in Legal Studies, Criminal Justice, or related field, and two (2) years of law-related experience; **or**
- C. Graduation from a recognized college or unit with an Associate's Degree in Paralegal, Legal Studies, Criminal Justice, or related field and three (3) years of legal experience; **or**
- D. Any equivalent combination of experience and training which provides the minimum knowledge, abilities, and skills.

LICENSE OR CERTIFICATES

A valid Guam driver's license may be required at the time of appointment.

ESTABLISHED: JULY 2024

FLSA STATUS: EXEMPT

**JOSEPH T. DUENAS, Chairman
Consolidated Commission on Utilities**



Issues for Decision

Resolution No. 24-FY2024

Relative to the Approval of the Procurement of Laboratory Testing Services with Eurofins Eaton, Inc.

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

GWA's contract for laboratory testing services, which are to support our own laboratory operations and provide the needed analysis required by the Safe Drinking Water Act and Guam Primary and Secondary Safe Drinking Water Standards has expired. There is a pressing need to replace the existing Laboratory Service Contract that expired in January of this year.

Where is the location?

Services will be provided to GWA through our new GWA Laboratory facility in upper Tumon.

How much will it cost?

Approximately Five Hundred Ninety-two Thousand Eight Hundred Twenty-Eight Dollars and Thirty-Three Cents (\$592,828.33) per year based on previous expenditures or One Million Seven Hundred Seventy-Eight Thousand Four Hundred Eighty-Five Dollars (\$1,778,485.00) for three (3) years.

When will it be completed?

Implementation date is July 2024 and will have an initial term of 3 years.

What is the funding source?

Internal cash flow.

The RFP/BID responses (if applicable):

The IFB for an indefinite quantity agreement has been completed.



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. 24-FY2024

**RELATIVE TO THE APPROVAL OF THE PROCUREMENT OF
LABORATORY SERVICES WITH EUROFINS EATON INC.**

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

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

WHEREAS, in January 01, 2019, GWA entered into a three-year indefinite quantity agreement with Eurofins Eaton Inc. for a U.S. Environmental Protection Agency certified lab to analyze water and wastewater samples provided by the Guam Waterworks Authority (“GWA”) in a manner that meets the “Standardized Monitoring Requirements” established by the Guam Environmental Protection Agency as provided under the Safe Drinking Water Act and the Guam Primary and Secondary Safe Drinking Water Regulations; and

WHEREAS, the Eurofins Agreement expired in January of this year, and GWA issued GWA IFB 2024-09 to procure new services.

WHEREAS, in response to IFB 2024-05 seven (7) bidders picked up bid packets as listed on GWA’s Bidder Register but only one (1) bidder submitted a bid. The single bid submission was submitted by Eurofins Eaton Analytical, LLC.

WHEREAS, Eurofins Eaton Analytical, LLC was deemed responsive and responsible complying with all term and conditions of the bid.

//

1 **WHEREAS**, GWA now wishes to move forward with a new Laboratory Services
2 Agreement based on the accepted bid and because the services required are regulated,
3 reasonable, prudent and necessary; and

4
5 **WHEREAS**, the IFB for this procurement (attached as Exhibit A) contains an initial
6 term of three years and considering that the average annual expenditures for GWA laboratory
7 services over the past three years has been Five Hundred Ninety-Two Thousand Eight Hundred
8 Twenty-Eight Dollars and Thirty-Three Cents (\$592,828.33) per year or One Million Seven
9 Hundred Seventy-Eight Thousand Four Hundred Eighty-Five Dollars (\$1,778,485.00) for three
10 (3) years, the requisite contract now requires the CCU approval.

11
12 **NOW BE IT THEREFORE RESOLVED**, the Consolidated Commission on Utilities
13 does hereby approve the following:

- 14
15 1. The recitals set forth above hereby constitute the findings of the CCU.
16 2. The CCU finds that the Laboratory Services Procurement (Exhibit A) at this
17 time is reasonable, prudent and necessary.

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

21
22 **DULY AND REGULARLY ADOPTED**, this 23rd day of July, 2024.

23
24 Certified by:

Attested by:

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

PEDRO ROY MARTINEZ
Secretary

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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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EXHIBIT A

INVITATION TO BID

The GUAM WATERWORKS AUTHORITY, will receive sealed bids for **Laboratory Services IFB. NO. 2024-09**. Bids will be accepted until 10:00 a.m. Chamorro Standard Time, December 29, 2023 at the GWA Procurement Office first floor located at the Gloria B. Nelson Public Services Building in Mangilao at which time and place all bids will be publicly opened and read aloud. All bids must be accompanied by a Bid / Performance Bond in the amount of 15 percent (15%) of the total bid price. Bid security may be bid/performance bond, Surety Bond, certified check or cashier's check made payable to Guam Waterworks Authority. A non-refundable amount of \$15.00 is required for the purchase price of every set of bidding documents which are available at the GWA Procurement Office. Bidders can download a bid package at www.guamwaterworks.org without charge, although vendors are strongly encouraged to contact or visit GWA Procurement Office to register to ensure that updated information, notices or bid amendments are distributed to you.

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



Miguel C. Bordallo, P.E.
General Manager

GWA STAMP ISSUE DATE:

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AS REQUIRED UNDER 5 G.C.A. § 5212**

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

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GUAM WATERWORKS AUTHORITY
 Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
 P.O. Box 3010, Hagatna, Guam 96932
 Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

**Guam Waterworks Authority
 Invitation for Bid Number: GWA 2024-09
 For Laboratory Services**

ALL OR NONE BID

I. BID ITEM(S)

WATER SAMPLES*

(A) MONTHLY TEST:

<u>Item No</u>	<u>Description</u>	<u>QTY</u>	<u>Cost Per Test</u>	<u>Total</u>
1.0	Pesticides EPA 505	1	_____	_____

Total Cost: _____

(B) QUARTERLY TEST:

<u>Item No</u>	<u>Description</u>	<u>QTY</u>	<u>Cost Per Test</u>	<u>Total</u>
2.0	Organic Chemicals EPA 505 EPA 524	21 10	_____ _____	_____ _____
2.1	Trihalomethanes EPA 551.1	12	_____	_____
2.2	Haloacetic Acids EPA 552.2/SM 6251B	12	_____	_____
2.3	Total Organic Carbon (TOC) SM 5310C	2	_____	_____
2.4	PFAS EPA 537.1 EPA 533	140	_____	_____

Total Cost: _____

(C) ANNUAL TEST:

<u>Item No</u>	<u>Description</u>	<u>QTY</u>	<u>Cost Per Test</u>	<u>Total</u>
3.0	Organic Chemicals			
	EPA 505	2	_____	_____
	EPA 515.4	1	_____	_____
	EPA 524	6	_____	_____
	EDB/DBCP	1	_____	_____
3.1	Nitrates	240	_____	_____
3.2	Radionuclides			
	Gross Alpha	2	_____	_____
	Radium 226	2	_____	_____

Total Cost: _____

(D) TRIENNIAL TEST:

<u>Item No</u>	<u>Description</u>	<u>QTY</u>	<u>Cost Per Test</u>	<u>Total</u>
4.0	Inorganic Chemicals Sb, As, Ba, Be, Cd, Cr, Cu, Pb, Hg, Se, Na, Tl, CN, F ⁻ , NO ₃ ⁻	124	_____	_____
4.1	Organic Chemical EPA 505, EPA 515.4, EPA 524.2, EPA 525.2, EPA 531.2, EPA 547, EPA 548.1, EPA 549.2, EPA 551.1, EPA 1613B	124	_____	_____
4.2	Radionuclides			
	Gross Alpha	124	_____	_____
	Gross Beta	124	_____	_____
	Radium 226	124	_____	_____
4.3	Lead and Copper	100	_____	_____

Total Cost: _____

WASTEWATER SAMPLES*

(A) MONTHLY TEST:

<u>Item No</u>	<u>Description</u>	<u>QTY</u>	<u>Cost Per Test</u>	<u>Total</u>
5.0	Metals (Al)	1	_____	_____
			Total Cost:	_____

(B) QUARTERLY TEST:

<u>Item No</u>	<u>Description</u>	<u>QTY</u>	<u>Cost Per Test</u>	<u>Total</u>
6.0	Metals (Cu, Zn)	10	_____	_____
	(Ag)	1	_____	_____
	(Al, As, Ni)	3	_____	_____
			Total Cost:	_____

(C) ANNUAL TEST:

<u>Item No</u>	<u>Description</u>	<u>QTY</u>	<u>Cost Per Test</u>	<u>Total</u>
7.0	Whole Effluent Toxicity (<i>Strongylocentrotus purpuratus</i> Method 1008.0)	3	_____	_____
7.1	Pesticides (Chlordane, Dieldrin)	1	_____	_____
7.2	Priority Pollutant Scan	3	_____	_____
			Total Cost:	_____

(D) BIENNIAL TEST:

<u>Item No</u>	<u>Description</u>	<u>QTY</u>	<u>Cost Per Test</u>	<u>Total</u>
8.0	Whole Effluent (<i>Ceriodaphnia dubia</i> , Method 1002.0, <i>Pimephales promelas</i> , Method 1000.0, <i>Selenastrum capricornutum</i> , Method 1003.0)	1	_____	_____
8.1	Heavy Metals (As, Cd, Cr3+, Cr6+, Cu, Hg, Pb, Ni, Se, Ag, and Zn)	1	_____	_____
			Total Cost:	_____

(E) TRIENNIAL TEST:

<u>Item No</u>	<u>Description</u>	<u>QTY</u>	<u>Cost Per Test</u>	<u>Total</u>
9.0	Whole Effluent (<i>Ceriodaphnia dubia</i> , Method 1002.0, <i>Pimephales promelas</i> , Method 1000.0, <i>Selenastrum capricornutum</i> , Method 1003.0)	1	_____	_____
9.1	Priority Pollutant Scan	1	_____	_____
			Total Cost:	_____

UCMR 5 SAMPLES*

<u>Item No</u>	<u>Description</u>	<u>QTY</u>	<u>Cost Per Test</u>	<u>Total</u>
10.0	Assessment Monitoring EPA 533 EPA 537.1 EPA 200.7	83	_____	_____
10.1	UCMR Field Blanks EPA 533 EPA 537.1	83	_____	_____
			Total Cost:	_____

II. SCOPE OF WORK

Bidders will analyze samples under the Standardized Monitoring Requirements of the Guam Environmental Protection Agency (“GEPA”) in compliance with the Safe Drinking Water Act and the Guam Primary and Secondary Safe Drinking Water Regulations.

1. Samples to be tested will be obtained from approximately 120 potable water sources by GWA personnel to be analyzed for the parameters listed under the GEPA approved Standardized Monitoring Plan.
 2. Samples obtained by GWA personnel from distribution points in the system as required by the GEPA approved Standardized Monitoring Plan within the required time frames.
- A. Analyze samples under the National Pollutant Discharge Elimination System (NPDES) requirements by NELAC certified GEPA/EPA approved methods in compliance with the Clean Water Act and the Guam Water Quality Standards.
1. Samples to be obtained from **four (4)** wastewater treatment plants and from the Ugum Surface Potable Water Treatment Plant by GWA personnel for the parameters required by each plant's NPDES permit.

- B. Provide sample bottles with preservatives as needed to GWA, appropriate packing containers with ice packs, and the necessary arrangements for transporting samples to laboratory within QA/QC requirements. Sampling bottles to be available to GWA at least ten (10) days before the required sampling scheduled. Include at least ten percent (10 %) additional sampling bottles to allow for breakages and for quality assurance duplicates.
- C. Provide chain-of-custody forms with sampling protocols for GWA personnel to follow, with specific instructions for the obtaining, preserving, storing, and transporting of all samples.
- D. Provide original certified written results of analyses in a form suitable for submission to GEPA and/or USEPA. Analysis results may be submitted electronically to GWA no later than five (5) working days after completion of analysis.
- E. Notify GWA immediately upon failure of samples to be received by the laboratory within the QA/QC required parameters or on determining any sample exceedance of any of a GEPA/USEPA's Maximum Contaminant levels (MCL's) and immediately provide additional sample bottles with preservative to GWA for resampling (including appropriate packing containers, with the necessary arrangements for transporting to the laboratory within QA/QC requirements.
- F. Analyze additional samples, within laboratory's capability, as requested by GWA due to potential regulatory changes or unanticipated special needs. GWA will add or amend funding for these special conditions/testing, as needed.

INFORMATION REQUIRED

A. Capability, Prior Experience, and Certification

GWA is required by the USEPA to have the samples included in this bid tested by a firm who has achieved TNI (NELAC) National Environmental Laboratory Accreditation Program ("NELAP") certification. All labs are subject to the approval of the Guam Environmental Protection Agency. Bidders must provide proof of the firm's capability, prior experience in drinking water and wastewater analyses, and documents pertaining to laboratory certification. Given these requirements, all bidders **must** provide a copy of current TNI (NELAC) National Environmental Laboratory Accreditation Program ("NELAP") certification and **UCMR 5 USEPA Approval Letter** for the testing parameters to be analyzed under this bid. Bidders must also include method detection levels for each parameter certified. Failure to submit the above-mentioned documentation will be grounds for disqualification.

B. Cost

All costs submitted in this bid will be fixed for the duration of the contract under this bid. Cost of sampling bottles with preservative, shipping containers with appropriate ice packs, and the cost of shipping the samples to the laboratory and results back to GWA must be included in the bid cost,

C. Completion Time

Provide the completion time for analyses from receipt of samples to submission of results. Analyses must be completed within holding time of samples.

D. Number of Analyses

Provide the maximum number of samples per week that can be analyzed by the laboratory for compliance under the GEPA approved Standardized Monitoring Requirements and the NPDES Regulations and within the QA/QC requirements for the analyses.

GWA RESPONSIBILITIES

1. GWA will provide the personnel to obtain, preserve, store, and transport water samples to selected firm for the required analyses as directed by the analytical laboratory.
2. GWA will provide a sampling schedule for all the analyses required for compliance under the Standardized Monitoring Plan and the NPDES permits for all plants.

GENERAL RESPONSIBILITIES OF SELECTED LABORATORY(S)

1. The laboratory will provide the sample bottles with preservative, shipping containers with the necessary ice packs, and specific instructions for the obtaining, preserving, and transportation of the water samples within QA/QC parameters.
2. The laboratory will perform analyses of samples in accordance with methods prescribed by USEPA.
3. The laboratory shall channel all requests, reports, and all other communications concerning this endeavor through the contact persons noted below.
4. The laboratory will provide an analysis schedule to meet GEPA compliance requirements. Transmittal of original results to GWA must be no later than five (5) working days after completion of analysis.

5. The laboratory shall provide Chain-of-Custody forms to GWA for proper transmittal of all samples to meet QA/QC requirements.
6. The laboratory must submit reports in SDWIS electronic deliverable format and submit with their bid an example of the file format of the SDWIS deliverable.

III. GENERAL TERMS AND CONDITIONS

A. AUTHORITY.

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

B. EXPLANATION TO BIDDERS.

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

C. QUESTIONS.

Only written comments or questions regarding this bid will be accepted. No oral representation made by any employee or agent of GWA shall bind GWA. All questions or requests for clarifications must be submitted **no later than five (5) business days prior to the bid opening** schedule. Any questions submitted after that date shall not be responded to except at the discretion of the GWA General Manager.

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

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

Bids are to be submitted at the issuing offices not later than the time and date set for bid opening. Bidders may submit their bid to the Guam Waterworks Procurement Section located on the first floor of the Gloria B. Nelson Public Service Building.

D. METHOD OF AWARD.

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

Policy in Favor of Disabled Veteran Owned

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

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

WOMEN-OWNED BUSINESSES: P.L. 36.26. 5 Guam Code Annotated §5013.

§5013. Policy In Favor of Women-Owned Businesses.

- (a.) Notwithstanding any other provision of law, if any entity of the government of Guam or any entity expending governmental funds intends to procure any supply or service which is offered by a business concern that is at least fifty-one percent (51%) owned by women, that entity *shall* procure such supply or service from that business concern, if the supply or service is available within the period required by procuring entity and the price for the supply or service *does not* exceed one hundred five percent (105%) of the lowest bidder, and *shall* be in addition to any other procurement benefit the women-owned business may qualify for under Guam Law. The procuring entity shall determine the lowest price to the entity in the case of more than one (1) women-owned business, or a women-owned business and a service-disabled veteran owned business, who are competing for the same government contract

(b.) Qualifications of a Women-Owned Business. A business concern is qualified under Subsection (a) of the Section if:

- (1) the business concern is licensed to business on Guam;
- (2) the business concern maintains its headquarters on Guam;
- (3) the business concern is at least fifty-one percent (51%) owned by women, who manage day-to-day operations and make long-term decisions;
- (4) the business concern is certified as a Women-Owned Small Business (WOSB) or an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration; and
- (5) the owner(s) of the business concern has (have) filed individual tax returns on Guam for a period of at least three (3) consecutive years

E. DESCRIPTIVE LITERATURE / (BROCHURES).

Descriptive literature (s) as specified in this solicitation must be furnish as part of the bid and must be received at the date and time set for opening bids. The literature furnished must clearly identify the item (s) in the bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product (s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of the manufacturer, construction, assembly or other characteristics which are considered appropriate. Rejection of the bid will be required if the descriptive literature (s) do not show that the product (s) offered confirm (s) to the specifications and other requirement of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the solicitation will require rejection of the bid.

F. REJECTION.

GWA has the right to reject all bids or offers which have been submitted in response to this Bid, at any time, including after delivery if goods are determined to be non-conforming, if GWA determines such to be in the best interest of GWA. All bids and contractual obligations are subject to the availability of funding.

G. TAXES.

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

H. LICENSING.

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

I. COVENANT AGAINST CONTINGENT FEES.

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

J. JUSTIFICATION OF DELAY.

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

K. OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT.

As a condition of bidder, any partnership, sole proprietorship or corporation doing business with GWA shall submit an affidavit executed under oath that list the name address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation, which have held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. A bid from any firm that has person on the list 10% or more affidavit that is a member of the CCU or a GWA or Guam Power Authority officer that reports directly to the Board will not be evaluated and will be rejected. The affidavit shall be open and available to the public for inspection and copying.

L. EQUAL EMPLOYMENT OPPORTUNITY.

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

M. DETERMINATION OF RESPONSIBILITY OF OFFERORS.

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

N. STANDARD FOR DETERMINING WHETHER BIDDER IS QUALIFIED.

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

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

O. PRE-BID CONFERENCES.

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

P. BIDS.

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

Q. COMPETENCY OF BIDDERS.

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

R. REQUEST FOR BID FORMS.

Each bidder shall be provided with one (1) set of the Bid packet at a cost of \$15.00. If the bidder wishes to download a bid packet on GWA website, the fee will not be charged. All payments shall be by cash, certified check, credit card or money order and shall be made payable to GWA. Prospective bidders are encouraged to notify GWA's Procurement section at 300-6026/6027 to be registered as a prospective bidder. **Failure to register as a bidder could result in not obtaining answers to questions or bid amendments, since GWA will send these types of documents to only those vendors we are aware of. GWA shall not be liable for any reason for the failure of any vendor to register with GWA and provide accurate and complete contact information.**

S. BID ENVELOPE.

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

T. FORM OF BID.

One (1) original hard copy, two (2) complete hard copies and one (1) electronic copy of the bid must be submitted. The original bid must be signed in ink by a person authorized to submit bids on behalf of the bidder. All bids shall be submitted entirely in English (including brochures if any). The electronic copy of the bid shall be submitted on a USB Drive but must follow GWA's requirements/guidelines: Product must be made in the USA or TAA compliant country, must be an encrypted USB thumb drive/External drive (like SanDisk, Data Traveler, Defender etc...) Encryption key must be provided upon submittal and USB must be free from viruses. All documents shall be in ".pdf" format. Electronic bids shall constitute an exact replica of the original hard copy of the bid that is being submitted.

Bidders may declare portions of their bid as being confidential. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. However, prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.

GWA may review the material declared to be confidential to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, GWA shall inform the bidders in writing what portions of the bids will be disclosed. All bids shall be opened to public inspections subject to any continuing prohibition on **the** confidential data.

U. MODIFICATION / ALTERATION.

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

V. MODIFICATION OR WITHDRAWAL OF BIDS.

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

W. CONTACT FOR CONTRACT NEGOTIATION.

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

NAME: _____ TITLE: _____

ADDRESS: _____ TELEPHONE: _____

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

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

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

Y. NOTICE OF AWARD.

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

Z. CERTIFICATION AGAINST THE EMPLOYMENT OF CONVICTED SEX OFFENDERS.

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

AA. TERMINATION OF BID.

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

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

BB. LOCAL PROCUREMENT PREFERENCE:

All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.

Procurement of supplies and services from off Guam may be made if no business for such supplies or services may be found on Guam or if the total cost F.O.B. job site, unloaded, of procurement from off island is no greater than eighty-five percent (85%) of the total cost F.O.B. job site, unloaded, of the same supplies or services when procured from a business licensed to do business on Guam that maintains an office or other facility on Guam and that is one of the above-designated businesses entitled to preference

IV. SPECIAL TERMS AND CONDITIONS

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

A. GENERAL COMPLIANCE WITH LAWS.

The Bidder is required to comply with all Federal and territorial laws and ordinances applicable to the work and it is the responsibility of the Bidder to examine all necessary laws, rules, regulations and guidelines to determine its duties thereunder. Bidder shall attach a copy of appropriate business license or an affidavit executed under penalty of perjury that indicates that Bidder is exempt under Guam law (must include legal citations proving exemption).

B. ACCESS TO RECORDS AND OTHER REVIEW.

The Bidder, including his subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by GWA.

Each subcontract by Bidder pursuant to this agreement shall include a provision containing all of the conditions of this Special Terms and Conditions Section.

C. OWNERSHIP OF DOCUMENTS.

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

D. INDEMNITY.

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

E. CHANGES.

GWA may at any time, by written order make any change in the services to be performed hereunder. If such changes cause a material increase or decrease in the costs of doing the work under this agreement, or in the time required for this performance, an equitable adjustment shall be made and the agreement shall be modified in writing accordingly to the provisions of the Guam Procurement Law and Procurement Rules and Regulations pertaining to price adjustments.

F. TERMINATION.

TERMINATION FOR DEFAULT:

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

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

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

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-contractor(s) of Bidder, the Bidder shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Bidder to make progress in the prosecution of the work hereunder which endangers such performance) if the Bidder has notified GWA within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the government of Guam and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress due to such causes similar to those set forth above, the Bidder shall not be deemed to be in default, unless the services to be furnished by the sub-contractor were reasonably obtainable from other sources in sufficient time to permit the Bidder to meet the contract requirements. Failure of the sub-contractor to perform for reasons other than cited above shall constitute a default of the Bidder unless cured by Bidder with a reasonable time. Upon request of the Bidder, GWA shall ascertain the facts and extent of such failure, and, if GWA determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Bidder's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of GWA and the government of Guam under the laws of Guam.

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

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

TERMINATION FOR CONVENIENCE:

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

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

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

(4) Compensation.

(a) The Bidder shall submit a termination claim specifying the amount due because of the termination for convenience together with cost or pricing data to the extent required by 2 G.A.R. § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Bidder fails to file a termination claim within one year from the effective date of termination, GWA may pay the Bidder, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) GWA and the Bidder may agree to a settlement, provided the Bidder has filed a termination claim supported by cost or pricing data to the extent required by 2 G.A.R. § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GWA and the contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (2) of this Paragraph, GWA shall pay the Bidder the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph: contract prices for services accepted under the contract; costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Bidder would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss; costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause; the reasonable settlement costs of the Bidder including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. Attorney's fees, if for any reason Bidder files suit against the government, must be paid by the Bidder. The total sum to be paid the Bidder under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Bidder reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

G. SEVERABLE PROVISIONS.

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

H. GOVERNING LAW AND VENUE.

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

I. EFFECTIVE DATE OF AGREEMENT.

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

J. GOVERNMENT NOT LIABLE.

1. GWA assumes no liability for any accident or injury that may occur to the Bidder, his or her agents, dependents, or personal property while enroute to or from Guam or during any travel mandated by the terms of this agreement.

2. GWA shall not be liable to Bidder for any work performed by the Bidder prior to the written and signed approval of this Agreement by the General Manager for GWA and the Bidder hereby expressly waives any and all claims for service performed in expectation of this agreement prior to its signature of the General Manager.

K. ASSIGNMENT.

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

L. LIQUIDATED DAMAGES.

By submitting a bid, the Bidder agrees to commence work on the date to be specified in a written "Notice to Proceed" from GWA and to fully complete the project within the allotted time thereafter. In the event that the Bidder fails to complete the work called for in the bid, fails to provide the goods or services in the allotted time, then Bidder shall pay to GWA ¼ of 1% of the total bid price per day as liquidated damages for the non-performance as specified by the Guam Code Annotated. The liquidated damages herein are not a penalty, but rather a reasonable estimate by GWA of the loss it would suffer as a result of non-performance.

M. ALL OR NONE BID

All-or-none bid is an invitation to bid for more than one, or a list of Items or Services for which a partial award would not be made.

All-or none bids will be considered only if bidder quoted prices on all items requested.

N. CONTRACT DOCUMENTS.

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

- a. Invitation to Bid
- b. Instructions to Bidders
- c. Bid

- d. Non-Collusion Affidavit
- e. Certification of Non-Employment of Convicted Sexual Offenders
- f. Special Provision for Ownership Disclosure Affidavit
- g. Ownership & Interest Disclosure Affidavit
- h. Bid and Performance Bond for Goods and Services
- i. Wage and Benefit Determination
- j. Non-Gratuity or Kickback Affidavit
- k. Ethical Standards Affidavit
- l. Good Standing Affidavit
- m. Special Provisions
- n. Technical Specifications
- o. Plans (if any)
- p. Addenda/Amendments
- q. Answers to Questions (if GWA determines they are applicable).

O. DISPUTES.

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

P. CONTRACT ISSUED UNDER THIS BID IS BINDING.

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

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

Q. BIDDER'S RESPONSIBILITIES.

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

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

R. SCOPE OF AGREEMENT.

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

S. CHANGE ORDERS.

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

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

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

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

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

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

T. STOP WORK ORDERS.

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

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

U. CLAIMS BASED ON ACTS OR OMISSIONS BY GWA.

If any action or omission on the part of GWA requiring performance changes within the scope of the contract constitutes the basis for a claim by the Bidder for additional compensation, damages, or an extension of time for completion, the Bidder shall continue with performance of the contract in compliance with the directions or orders of GWA, but by so doing, the Bidder shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (a) the Bidder shall have given written notice to GWA:
 - (i) prior to the commencement of the work involved, if at that time the Bidder knows of the occurrence of such action or omission,

(ii) within 30 days after the Bidder knows of the occurrence of such action or omission, if the Bidder did not have such knowledge prior to the commencement of the work; or

(iii) within such further time as may be allowed by the Procurement Officer in writing.

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

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

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

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

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

V. PRICE ADJUSTMENT CLAUSE.

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

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or

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

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

V. SPECIAL PROVISIONS

1. **Bid and Performance Bond Requirements:**

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

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

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

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

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

3. Contract Terms:

GWA may enter into a contract 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 shall be for a period of three (3) years. The basis for the multiple year contract is to enhance efficiency, consistency in testing and overall value. The contract thereto is subject to the availability of funds.

GWA reserves the right to have any line items increase or decrease for testing for the duration of the contract.

4. Failure to Submit Required Documentation.

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

5. Shipping and Cost:

Total cost must include CIF delivery to GWA’s Laboratory Facility located in Upper Tumon, Guam. The bid cost will be broken down as to the Scope of Work. All cost submitted will be fixed for the duration of the sampling and analysis period. Cost of sampling bottles with preservative, shipping containers with appropriate ice packs, and the cost of shipping to the laboratory must be included in the bid cost, per parameter to be analyzed.

Total cost must include CIF and delivery *(see No. 6 below)

6. Delivery:

The vendor will be responsible for all cost and all risks associated with the provision of these goods until delivery is made and the items are formally accepted by GWA. All goods shall be delivered to Guam Waterworks Authority at GWA’s Laboratory Facility Upper Tumon, Guam.

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

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

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NON-COLLUSION AFFIDAVIT

Guam)
)ss:
Tamuning)

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

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

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

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

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

So sayeth _____
(Declarant)

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

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

) Seal (

Notary Public

CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS

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

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

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

(Company Name)

(Title)

(Signature)

(Date)

**SPECIAL PROVISION
FOR
OWNERSHIP DISCLOSURE AFFIDAVIT**

All Bidders/Offerors are required to submit a current affidavit as required below. Failure to do so will mean disqualification and rejection of the Bid/RFP.

**5 GCA §5233 (Title 5, Section 5233) states:
Disclosure of Ownership, Financial, and Conflicts of Interest**

- (a) Purpose. The disclosure required by this Section are intended to reveal information bearing on the responsibility of a bidder, and can be obtained by an inquiry regarding responsibility prior to award.
- (b) Definitions.
As used herein, the term “person” shall be interpreted liberally to include the definition found in 1 GCA § 715, and in § 5030(n) of this Chapter, and includes a natural person as well as every entity of whatever form or composition (an “artificial person”) recognized under the laws of Guam other than a natural person, who is a prospective contractor under a bid, offer, proposal, or other response to a solicitation, or is a contractor under a contract with the government of Guam, and subject to the provisions of this Chapter.
- (c) Public Disclosure of Ownership.
 - (1) The ownership interests to be disclosed under this Section include the interests of a natural or artificial person who owns all or any part of a prospective contractor, bidder, or offeror, whether as proprietor, a partner, limited or otherwise, a shareholder of any class, in which case the percentage ownership interest test shall be based on each class, a member of an association or company, limited or otherwise, and any person owning a beneficial legal interest in any trust, and any other person having the power to control the performance of the contract or the prospective contractor.
 - (2) Prior to award, every person who is a prospective contractor, bidder, or offeror of a contract to be acquired under any method of source selection authorized by this Chapter shall submit a Disclosure Statement, executed as an affidavit under oath, disclosing the name of each person who currently or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten percent (10%) at any time during the twelve (12) month period immediately preceding the date of the solicitation (the “relevant disclosure period”). If a prospective contractor, bidder, or offeror is an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such artificial person (a “second tier owner”) greater than twenty-five percent (25%) at any time during the relevant disclosure period. If any such second tier owner is also an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such second tier owner (a “third tier owner”) of forty-nine percent (49%) or more during the relevant disclosure period. If the name of no natural person has been identified as an owner, or a second or third tier owner of the prospective contractor, bidder, or offeror, the Disclosure Statement shall identify the name, position, address, and contact information of the natural person having the

authority and responsibility for the performance of the prospective contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract.

- (d) Disclosure of Financial Interest. A prospective contractor shall execute an affidavit disclosing the name of any person who has received or is entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the solicitation by means of a Disclosure Statement, executed as an affidavit under oath, disclosing such interest and shall also contain the amounts of any such commission, gratuity, contingent fee or other compensation.
- (e) Disclosure of Conflict of Interest. A prospective contractor shall disclose the name of any person who directly or indirectly participates in any solicitation if such person is also an employee of the government of Guam, or of the government of the United States if federal funds are used in payment of the contract.
- (f) Every disclosure of an ownership or financial interest of any person required to be identified by this Section shall name the person required to be disclosed and the street address of their principal place of business. All information disclosed or meant to be disclosed under this Section is public procurement data and shall be kept as part of the public record of each procurement.
- (g) Continuing Duty of Disclosure. Notwithstanding any other provision of this Chapter, the duty to disclose the information required under this Section shall be, upon award a continuing duty of a contractor of every contract subject to this Chapter, and all such information shall become part of the procurement record required by § 5249 of this Chapter. Throughout the term of a contract subject to the terms of this Chapter, the contractor shall promptly make any disclosures not made previously and update changes in the identities or other required information, interests, or conflicts of the persons required to be disclosed herein. Failure to comply with this Section shall constitute a material breach of contract.”

Section 2. Severability. If any provision of this Act or its application to any person or circumstance is found to be invalid or contrary to law, such invalidity shall not affect other provisions or applications of this Act that can be given effect without the invalid provision or application, and to this end the provisions of this Act are severable.

- 1. If the affidavit is a copy, indicate the BID/RFP number and where it is filed.**
- 2. Affidavits must be signed within 60 days of the date the bids or proposals are due.**

OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
)
 HAGATNA, GUAM)

I, undersigned, _____, being first duly sworn, deposes and says: (partner or officer of the company, etc.)

1. That the name of each person who owns or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten (10%) at any time during the twelve (12) month period immediately preceding the date of this solicitation are as follows:

<u>Name</u>	<u>Street Address (Principal Place of Business)</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total percentage of shares: _____

2. That for any owners listed Section 1 who are artificial persons, the name of each person who owns or has owned an interest in such artificial person (a "second-tier owner") greater than twenty-five percent (25%) at any time during the relevant disclosure period are as follows:

<u>Name</u>	<u>Street Address (Principal Place of Business)</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total percentage of shares: _____

3. That for any owners listed Section 2 who are artificial persons, the name of each person who has owned an ownership interest in such second-tier owner (a "third-tier owner") of forty-nine percent (49%) or more during the relevant disclosure period are as follows:

<u>Name</u>	<u>Street Address (Principal Place of Business)</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total percentage of shares: _____

4. That if no natural person has been identified as an owner in Section 1-3 above, the natural person having the authority and responsibility for the performance of the prospective contract:

<u>Name & Position</u>	<u>Street Address (Principal Place of Business)</u>	<u>Contact Information</u>
_____	_____	_____
_____	_____	_____

The natural person having the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract:

<u>Name & Position</u>	<u>Street Address (Principal Place of Business)</u>	<u>Contact Information</u>
_____	_____	_____
_____	_____	_____

5. Persons who have received or are entitled a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the Bid/RFP for which this Affidavit is submitted are as follows:

<u>Name</u>	<u>Address</u>	<u>Amount of Commission, Gratuity, or other Compensation</u>
_____	_____	_____
_____	_____	_____

6. Persons who directly or indirectly participated in this solicitation, if government of Guam employees (or government of the United States employees, if federal funds are used in payment of the contract):

<u>Name & Position</u>	<u>Street Address (Principal Place of Business)</u>	<u>Contact Information</u>
_____	_____	_____
_____	_____	_____

Further, affiant sayeth naught.

Date: _____

 Signature of individual if bidder/offeror is a sole Proprietorship; Partner, if the bidder/offeror is a Partnership Officer, if the bidder/offeror is a corporation.

Subscribe and sworn to before me this _____ day of _____,

20_____.

Notary Public _____

In and for the Territory of Guam

My Commission expires _____.

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

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

as Principal, herein after called the Principal and

(Name of Surety)

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

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

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

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

- A. The Surety hereby waives notice of any alteration or extension of the time made by the Authority provided the same is within the scope of the Contract or any modification thereto.

B. Whenever the contractor shall be and is declared in default by the Authority to be in default under the Contract, the Authority having performed its obligations hereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Authority and the Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the Authority, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts or completion arranged under this paragraph) sufficient funds to pay the cost of completion, less than balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph shall mean the total amount payable by the Authority to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Authority to Contractor. No right of action shall accrue on this bond to or for use of any person or corporation other than the Authority or successors of the Authority.

C. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

D. The above named Contractor and Surety hereby jointly and severally agree with the Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date of which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due the claimant, and have execution thereon. The Authority shall not be liable for the payment of any costs or expenses of any such suit.

E. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the contractor, shall have given written notice to any two (2) of the following entities named below:

- (a) the Contractor; (b) the Guam Waterworks Authority, or (c) the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor at any place the principal maintains an office or conducts its business.

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

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

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

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

IN THE PRESENCE OF:

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

(WITNESS)

(CONTRACTOR) (SEAL)

(TITLE)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

WAGE AND BENEFIT DETERMINATION

Bid or RFP No.: _____ Name of Offeror: _____

I, _____ hereby certify under penalty of perjury as follows:

(1) That I am _____ [*please select one: the offeror, a partner of the offeror, an officer of the offeror*] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA 5801 and 5802 below and that I will ensure that I and my subcontractors will comply with said provisions which read as follows:

§5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror and its subcontractors are now, or will be prior to beginning performance and throughout the contract term, in full compliance with 5 GCA 5801 and 5802.

(4) That I have attached the most recent wage and benefit determinations applicable to Guam issued by the U.S. Department of Labor and that I will ensure all of my employees and the employees of my subcontractors will be provided a minimum of ten (10) paid holidays per annum.

Signature

NON-GRATUITY or KICKBACKS AFFIDAVIT

Guam)
)ss:
Tamuning)

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

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

2. To the best of my knowledge, neither I, nor any of Offeror’s officers, representatives, agents, subcontractors or employees have violated or are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107. Further, I promise, on behalf of Offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107.

3. To the best of my knowledge, neither I, nor any of Offeror’s officers, representatives, agents, subcontractors or employees have offered, given or agreed to give, any GWA employee and/or former GWA employee any payment, gift, kickback, gratuity or offer of employment in connection with Offeror’s proposal.

4. I make these statements on behalf of myself as a representative of Offeror, and on behalf of the Offeror’s officers, representatives, agents, subcontractors, and employees.

So sayeth _____
(Declarant)

Signed on this ____ day of _____ 202_, before me a Notary Public in and for Guam, personally appeared _____, known to me to be the authorized representative of _____, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of _____, for the uses and purposes therein set forth.

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

) Seal (

Notary Public

ETHICAL STANDARD AFFIDAVIT

Guam)
)ss:
Tamuning)

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

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

2. To the best of my knowledge, neither I nor any officers, representatives, agents, subcontractors or employees of Offeror have knowingly influenced any GWA employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, I promise that neither I, nor any officer, representative, agent, subcontractor, or employee of Offeror will knowingly influence any GWA employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11.

3. All statements in this affidavit and in the bid are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126.

4. I make these statements on behalf of myself as a representative of Offeror, and on behalf of the Offeror’s officers, representatives, agents, subcontractors, and employees.

So sayeth _____
(Declarant)

Signed on this ____ day of _____ 202_, before me a Notary Public in and for Guam, personally appeared _____, known to me to be the authorized representative of _____, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of _____, for the uses and purposes therein set forth.

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

) Seal (

Notary Public

GOOD STANDING AFFIDAVIT

Guam)
)ss:
Tamuning)

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

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

2. That I represent and warrant that Offeror is duly registered and in good standing under the laws of Guam or will be duly registered and in good standing under the laws of Guam at the time award is made under IFB _____ [insert IFB Number].

3. I make these statements on behalf of myself as a representative of Offeror, and on behalf of the Offeror’s officers, representatives, agents, subcontractors, and employees.

So sayeth _____
(Declarant)

Signed on this ____ day of _____ 202_, before me a Notary Public in and for Guam, personally appeared _____, known to me to be the authorized representative of _____, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of _____, for the uses and purposes therein set forth.

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

) Seal (

Notary Public

DRAFT FORMAL CONTRACT

Bidders are notified they will be subject to these terms and conditions and as a condition of the submitting a bid, agree to the terms contained herein

THIS AGREEMENT AND FORMAL CONTRACT is made and entered into this _____ day of _____, 2023 by and between the **GUAM WATERWORKS AUTHORITY** (“GWA”), whose business address is 688 Route 15, Mangilao, Guam, 96913, and _____ (**“Bidder”**), whose mailing address is _____ licensed to conduct business on Guam and having Guam business license Nos. _____.

WITNESSETH, that whereas, GWA intends to purchase _____ for the purpose of _____ as identified in GWA Bid No. _____.

NOW THEREFORE, GWA and the Bidder for the considerations hereinafter set forth herein and in other documents associated with the performance hereunder, agree as follows:

SECTION 1. THE BIDDER AGREES:

To provide all of the goods and services specified in GWA IFB No. _____ at the prices specified in the bid. Bidder agrees to maintain all time all licenses, labor, insurance, material, equipment, tools and services necessary to perform and comply with this Contract and the Contract Documents as defined in Section 3 herein. Bidder also understands that it is responsible for all taxes and fees which may be due relative to payment or performance hereunder (including but not limited to, all employee, corporate and gross receipt taxes). GWA reserves the right to amend this Agreement or request a change order, but the right is subject to the mutual agreement of both parties and all amendments or change orders shall be in writing signed by both parties.

- (a) **CONTRACT TIME:** The Bidder agrees to commence work under this contract upon written notice to proceed and to provide the services as specified in the Bid Documents in the time, place and manner provided in the Bid Documents (as amended). Bidder agrees by placing their signature hereto that they have been placed on notice that the provision of the goods and services hereunder is necessary to protect the public health and that time is always of the essence.
- (b) **SUB-BIDDERS:** The Bidder agrees to bind every sub-Bidder to the terms of the Contract Documents. Bidder further agrees that no sub-Bidder Bidder may be allowed to perform in any fashion whatsoever under this contract until such time as the express written approval of GWA is obtained. The Contract Documents shall not be construed as creating any contractual relation between a sub-Bidder and the Guam Waterworks Authority.

SECTION 2. GWA AGREES:

To pay, and the Bidder agrees to accept in full payment for the performance of this Contract, the amount of _____. (add other explanation if necessary). GWA agrees to pay approved invoices on a net 30 day basis. In the event GWA does not pay an invoice approved by GWA within sixty (60) days, GWA agrees to pay Bidder six (6) percent interest on such overdue payments.

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

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

For any request for a price adjustment, the Bidder shall submit cost or pricing data for any price adjustments subject to the provisions of 2 G.A.R. § 3118 of the Guam Procurement Regulations. Please note, fixed price bids of one year or less shall not be modified by GWA except in extreme circumstances (e.g., factory has burned down, massive increases in shipping costs, etc.)

SECTION 3. CONTRACT DOCUMENTS:

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

- a. Invitation to Bid
- b. Instructions to Bidders
- c. Bid
- d. Non-Collusion Affidavit
- e. Certification of Non-Employment of Convicted Sexual Offenders

- f. Special Provision for Ownership Disclosure Affidavit
- g. Ownership & Interest Disclosure Affidavit
- h. Bid and Performance Bond for Goods and Services
- i. Wage and Benefit Determination
- j. Non-Gratuity or Kickback Affidavit
- k. Ethical Standards Affidavit
- l. Good Standing Affidavit
- m. Special Provisions
- n. Technical Specifications
- o. Plans (if any)
- p. Addenda/Amendments
- q. Answers to Questions (if GWA determines they are applicable).

SECTION 4. LIQUIDATED DAMAGES:

The Bidder further agrees to pay to GWA the amounts stated in the bid for failing, neglecting or refusing to complete the work within the time herein specified and said sum shall be paid for each consecutive calendar day therefore that the Bidder shall be in default after the time stipulated in the Contract for completing the work, ready for use and/or operations. Sundays and legal holidays will be excluded in determining the number of days in default.

SECTION 5. COVENANT AGAINST CONTINGENT FEES:

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

SECTION 6. OTHER CONTRACTS:

GWA may award other contracts for additional work, and the Bidder shall fully cooperate with such other Bidders and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Bidder shall not commit or permit any act which will interfere with the performance of work by any other Bidder.

SECTION 7. DISPUTES:

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

SECTION 8. DIFFERING SITE CONDITIONS.

The Bidder accepts the conditions at the work site as they eventually may be found to exist and warrants and represents that the contract can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the Bidder's own cost and expense, anything in this contract to the contrary notwithstanding.

SECTION 9. CONTRACT BINDING:

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

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

SECTION 10. GWA NOT LIABLE:

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

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

SECTION 11. NOTICES:

All notices between the parties shall be in writing and shall be deemed served when personally delivered or when deposited in the mail, registered or certified, first-class postage prepaid, addressed as follows:

To: **GUAM WATERWORKS AUTHORITY**
Miguel C. Bordallo, P.E.
GWA General Manager
688 Route 15,
Mangilao, Guam, 96913

To: **BIDDER**

SECTION 12. TERMINATION:

Section 12.1 – Termination For Default:

(1) Default. If the Bidder refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, GWA may notify the Bidder in writing of the delay or non-performance and if not cured in five (5) working days or any longer time specified in writing by the GWA, GWA may terminate the Bidder’s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the GWA may procure similar services in a manner and upon terms deemed appropriate by the GWA. The Bidder shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar services.

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

(3) Compensation. Payment for completed services delivered and accepted by the government and GWA shall be at the contract price. GWA may withhold from amounts due the Bidder such sums as the GWA deems to be necessary to protect GWA against loss because of outstanding liens or claims of former lien holders and to reimburse the GWA for the excess costs incurred in procuring similar goods and services (including the provision of these goods and services by GWA personnel). In addition, in the event of a breach on the part of the Bidder, GWA shall be due liquidated damages in the amount of \$4,500 per day to compensate GWA for the costs incurred by attributable to Bidder’s delay, breach or non-performance.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-Bidder(s) of Bidder, the Bidder shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Bidder to make progress in the prosecution of the work hereunder which endangers such performance) if the Bidder has notified the GWA within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress due to such causes similar to those set forth above, the Bidder shall not be deemed to be in default, unless the services to be furnished by the Bidder (or sub-Bidder) were reasonably obtainable from other sources in sufficient time to permit the Bidder to meet the contract requirements. Failure of the Bidder (or sub-Bidder) to perform for reasons other than cited above shall constitute a default of the Bidder unless cured by Bidder with a reasonable time. Upon request of the Bidder, GWA shall ascertain the facts and extent of such failure, and, if GWA determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Bidder's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the GWA and the government of Guam under the laws of Guam.

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

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

Section 12.2 – Termination For Convenience:

(1) Termination. GWA may, when the interest of the government so requires, terminate this contract in whole or in part, for the convenience of the government or GWA (including the provision of services by any sub-Bidder of the Bidder). GWA shall give thirty (30) days advance written notice of the termination to the Bidder specifying the part of the contract terminated and when termination becomes effective.

(2) Bidder's Obligations. The Bidder shall incur no further obligations in connection with the terminated work (except in the case of Sub-Bidders where the Bidder is solely liable to GWA for their acts and/or non-performance or breach under this agreement) and on the date set in the notice of termination the Bidder will stop work to the extent specified. The Bidder shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Bidder shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. GWA may direct the Bidder to assign the Bidder's right, title, and interest under terminated orders or subcontracts to GWA. The Bidder must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

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

(4) Compensation.

(a) The Bidder shall submit a termination claim specifying the amount due because of the termination for convenience together with cost or pricing data to the extent required by § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Bidder fails to file a termination claim within one year from the effective date of termination, GWA may pay the Bidder, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) GWA and the Bidder may agree to a settlement provided the Bidder has filed a termination claim supported by cost or pricing data to the extent required by § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the GWA and the contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (2) of this Paragraph, GWA shall pay the Bidder the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph:

- (i) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Bidder would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
- (ii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;
- (iii) the reasonable settlement costs of the Bidder including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the Bidder under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Bidder reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

SECTION 13. SEVERABLE PROVISIONS:

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

SECTION 14. GOVERNING LAW AND VENUE:

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

SECTION 15. OWNERSHIP OF DOCUMENTS:

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

SECTION 16. INDEMNITY:

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

SECTION 17. GENERAL COMPLIANCE WITH LAWS:

The Bidder agrees that Bidder is to comply with all Federal and territorial laws, rules, regulations and ordinances applicable to the work being performed hereunder. Bidder shall attach a copy of appropriate business license or an affidavit executed under penalty of perjury that indicates that Bidder is exempt under Guam law (must include legal citations proving exemption).

SECTION 18. ACCESS TO RECORDS AND OTHER REVIEW:

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

SECTION 19. SCOPE OF AGREEMENT.

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

SECTION 20. RESPONSIBILITY OF BIDDER.

In addition to the other requirements set forth in the bid and this Contract, the Bidder shall be responsible for the professional and technical accuracy of all work and materials furnished under this contract. The Bidder shall, without additional cost to GWA, correct or revise all errors or deficiencies in his/her work.

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

SECTION 21. CHANGE ORDERS.

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

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

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

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

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

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

SECTION 22. STOP WORK ORDERS.

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

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

SECTION 23. CLAIMS BASED ON ACTS OR OMISSIONS BY GWA.

If any action or omission on the part of GWA requiring performance changes within the scope of the contract constitutes the basis for a claim by the Bidder for additional compensation, damages, or an extension of time for completion, the Bidder shall continue with performance of the contract in compliance with the directions or orders of GWA, but by so doing, the Bidder shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(a) the Bidder shall have given written notice to GWA:

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

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

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

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

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

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

SECTION 24. EFFECTIVE DATE OF THIS CONTRACT.

This agreement shall take effect upon the date it is signed by both the General Manger and the Bidder and the date of this agreement shall be when the General Manager affixes his signature.

IN WITNESS WHEREOF the parties hereto have executed this contract as of the day and year first written.

GUAM WATERWORKS AUTHORITY:

BIDDER:

Miguel C. Bordallo
GWA General Manager

Bidder's Authorized Representative

Date: _____

Date: _____

Certified Funds Available:

Approved as to Form:

Certifying Officer
Guam Waterworks Authority

Kelly O. Clark
General Counsel, GWA

Date: _____

Date: _____

Guam Business License or Certificate of Authorization No.: _____.

Contract No.: _____

Vendor No.: _____

Contract Amount: _____

Certifying Officer: _____

Amount Certified: _____

Date: _____

Source of funding: _____

**CORPORATE OR PARTNERSHIP CERTIFICATION
AS TO AUTHORIZATION TO BIND**

I, _____ certify that I am the Secretary of the corporation or managing partner named as Bidder herein; that _____ who signed this contract on behalf of the Bidder, was then _____ of said corporation/partnership by authority of said corporation of its governing body, and is within the scope of its corporate/partnership powers to bind said corporation/partnership to the terms and conditions of this Contract.

Signed: _____
Corporate Secretary

Date: _____

(CORPORATE/PARTNERSHIP SEAL)

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



Issues for Decision

Resolution No. 26-FY2024

Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity (IDIQ) Professional Project/Construction Management Services Contract for the 2024 Interim Water Resource Master Plan

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

GWA currently has an IDIQ contract with Brown and Caldwell. Change Order (Amendment) No. 2 to Task Order No. 8 is needed to perform additional scope of work to complete the ongoing 2024 Interim update of the Water Resources Master Plan Update due to additional scope related to the calibrating the sewer model, expanding the sections addressing asset management and SCADA, including the latest developments connected to the system, incorporating Consent Decree mandated projects, emerging contaminants (such as PFAS), and conceptual analysis for PFAS removal treatment. Furthermore, Task Order No. 9 is added to the IDIQ Contract to provide technical input needed to support additional hydraulic Modeling services for water and wastewater services.

Where is the location?

Both Task Order No.8 Amendment No. 2 and Task Order No. 9 pertain to the completion of the 2024 Interim Water Resource Master Plan as well as hydraulic modeling of the water and sewer systems across Guam. There are no construction activities associated with this Task Order.

How much will it cost?

The cost for Task Order No. 8 Amendment No. 2 is \$152,317.00 and the cost for Task Order No. 9 is \$50,000.00 for a total cost of \$202,317.00. The current authorized IDIQ contract amount for Task Orders 1 through 8 is \$2,563,250.00. Task Orders issued to date include:

- Task Order 1 for the Consulting Engineers Report
- Task Order 2 for Project Management of the Route 4 Sewer Rehabilitation Project
- Task Order 3 for Project Management of the Route 1 Asan-Adelup Sewer Rehabilitation Project
- Task Order 4 for Project Management of the Southern SSES Sewer Project
- Task Order 5 for the Cost-of-Service Study
- Task Order 6 for Water Meter Technical Assistance
- Task Order 7 for Consent Decree Assistance
- Task Order 8 for the Interim Water Resources Master Plan Update and Amendment No. 1

The resulting increase with Task Order No. 8 Amendment No. 2 and Task Order No. 9 is \$2,765,567.00.

When will it be completed?

The Hydraulic Modeling Support is complete and. The Interim Water Resources Master Plan Update is anticipated to be complete by September 2024.

What is the funding source?

The funding source will be from the revenue bonds, internally generated funds or other funding source.

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. 26-FY2024

RELATIVE TO APPROVAL OF AMENDMENT FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY PROFESSIONAL PROJECT/CONSTRUCTION MANAGEMENT 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 awarded an Indefinite Delivery – Indefinite Quantity (ID-IQ) contract to Brown and Caldwell for Project Management /Construction Management services in the maximum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00); and

WHEREAS, GWA amended the Brown and Caldwell IDIQ for Project Management/Construction Management services under Resolutions 21-FY2020, 28-FY2020, 36-FY2020, 22-FY2021, 29-FY2021, and 12-FY2022 to increase the maximum amount to Two Million Five Hundred Sixty-Three Thousand Two Hundred Fifty Dollars (\$2,563,250.00) to execute eight (8) Task Orders for Route 1 Sewer Rehabilitation/Replacement, Hyundai Subdivision Lift Station, Consent Decree and Hydraulic Modeling and prepare the Water Resources Master Plan Interim Update; and

WHEREAS, an amendment to Task Order 8 is needed to perform additional work to complete the 2024 the Interim Water Resources Master Plan Update, to address emerging contaminants, modeling updates, and Consent Decree impacts on CIP planning required to respond to questions received by the Public Utilities Commission (PUC) in their review of GWA’s

1 proposed Five Year Capital Improvement Plan and to complete 2024 Interim Water Resources
2 Master Plan Update in the amount of One Hundred Fifty Two Thousand Three Hundred Seventeen
3 Dollars (\$152,317.00); and

4
5 **WHEREAS**, Task Order 9 is needed to perform additional hydraulic modeling of the water
6 and wastewater system in the amount of Fifty Thousand Dollars (\$50,000.00); and

7
8 **WHEREAS**, GWA management seeks CCU approval of Amendment to Owner-Engineer
9 Agreement No. 6 (See Exhibit C) to the IDIQ contract to execute the proposed amendment because
10 with Task Order 8 Amendment no. 2 and Task Order 9 totaling Two Hundred Two Thousand
11 Three Hundred Seventeen Dollars (\$202,317.00), the current amount of all Task Orders and
12 subsequent change orders under the IDIQ contract will be Two Million Seven Hundred Fifty-Two
13 Thousand Six Hundred Seventy-Two Dollars (\$2,752,672.00), which is more than the current
14 CCU approved amount of Two Million Five Hundred Sixty-Three Thousand Two Hundred Fifty
15 Dollars (\$2,563,250.00); and

16
17 **WHEREAS**, GWA management seeks CCU approval to authorize GWA management to
18 increase the total amount of the IDIQ Contract by an additional Two Hundred Two Thousand
19 Three Hundred Seventeen Dollars (\$202,317.00) for a new total contract amount of Two Million
20 Seven Hundred Sixty-Five Thousand Five Hundred Sixty-Seven Dollars (\$2,765,567.00) to
21 execute Task Order No. 9, Task Order No. 8 Amendment No. 2; and

22
23 **WHEREAS**, funding for Task Order No. 9 and Task Order No. 8 Amendment No. 2 will
24 be from Grant and Bond by Task Order.

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

- 28
- 29 1. The recitals set forth above hereby constitute the findings of the CCU.
 - 30 2. The CCU hereby approves the funding increase for Task Order No. 8 Amendment
31 No.2 for additional project support services in the amount of One Hundred Fifty-
32 Two Thousand Three Hundred Seventeen Dollars (\$152,317.00).

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- 3. The CCU hereby approves the funding for Task Order No. 9 in the amount of Fifty Thousand Dollars (\$50,000.00).
- 4. The CCU hereby approves increasing the funding authorization for with Brown and Caldwell by Two Hundred Two Thousand Three Hundred Seventeen Dollars (\$202,317.00) for the execution of Task Order No. 9 and Task Order No. 8 Amendment No. 2 with the total funding authorization for the IDIQ contract with Brown and Caldwell to an amount of Two Million Seven Hundred Sixty-Five Thousand Five Hundred Sixty-Seven Dollars (\$2,765,567.00).
- 5. The CCU hereby further approves the use of Grant and Bond funds that may be applied to additional Change Orders within the total funding authorization amount for the IDIQ contract with Brown and Caldwell.

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

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

Certified by:

Attested by:

JOSEPH T. DUENAS
Chairperson

PEDRO ROY MARTINEZ
Secretary

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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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Exhibit A

This is Task Order No. 09,
consisting of 5 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services, dated June 17, 2019 ("Agreement"), Owner and Engineer agree as follows:

Background Data

- a. Effective Date of Task Order: 8.12.2022
- b. Owner: Guam Waterworks Authority
- c. Engineer: Brown and Caldwell
- d. Specific Project (title): Indefinite Delivery/Indefinite Quantity (ID/IQ) for Professional Project/Construction Management Services
- e. Specific Project (description): Indefinite Delivery/Indefinite Quantity (ID/IQ) For Professional Project/Construction Management Services – Hydraulic Modeling Support

Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

SCOPE OF WORK

This task order is intended to serve as a stop-gap measure for the next 4 or 5 months to provide a modeling resource to GWA for in-depth modeling and field verification. In addition, under this task order, Brown and Caldwell will provide modeling training and hold workshops as requested by GWA. These services will be performed by Brown and Caldwell, herein referred to as "Engineer", under the GWA ID/IQ Project Management/Construction Management contract.

Task 1: Task Management

Approach: Engineer staff will manage the scope, schedule, and budget associated with the work described in this Task Order to ensure that this work is managed in a manner that meets contract requirements. This includes, but is not limited to, subcontractor management, management of documents, change, risk, and quality assurance and control. This task shall include progress conference calls or status updates as needed by the Engineer or GWA, or meetings, consultations, and discussions between Engineer and GWA personnel to review project progress, issues to be resolved, specific modeling use and scenario analysis, etc. This task covers effort associated with the internal quality control and technical review process. Internal checking or peer review of all deliverables will also be performed.

Task Order Form

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Page 1

Engineer Responsibilities: Engineer staff will manage the scope, schedule, and budget and coordinate communication with GWA.

GWA Responsibilities: GWA staff will coordinate task order activities with the Engineer, process payment invoices and change order requests, and define specific support needed from the water and sewer hydraulic models and work with the Engineer to complete the assistance requested.

Task 2: Hydraulic Model Support

Approach: Engineer's team will utilize the GWA sewer collection system hydraulic model and the water distribution hydraulic model as follows. The need for modeling is expected to be sporadic and is principally meant to evaluate system hydraulic impact, demand, and delivery implication of proposed developments, depending on the size of proposed developments and schedule of the proposed developments.

1. Assess impacts to the SEWER system due to increased flow from development.
2. Assess changes to the SEWER system from changes, upgrades, or expansions under proposed or actual CIP projects.
3. Provide support to Engineering and SEWER Operations to run model simulations and analyze impacts from an array of input according to Engineering or Operations scenario interests.
4. Assess impacts to the WATER system due to increased flow from development.
5. Assess changes to the WATER system from changes, upgrades, or expansions under proposed or actual CIP projects.
6. Provide support to Engineering and WATER Operations to run model simulations and analyze impacts from an array of input according to Engineering or Operations scenario interests.

Engineer Team Responsibilities: Analyze water and sewer impacts due to input scenarios for proposed development connection to the systems, for system upgrades, expansion, renovations, or other system changes utilizing the existing GWA water and sewer hydraulic models. Input and scenarios will be as put forth by GWA engineering and operations. Prepare output summary and system impacts for GWA review and information.

GWA Responsibilities: Provide sufficient data for model input such as pipe size, material, length, node elevations, demands and flow, proposed layout, pump data (as applicable). Respond to requests for information and inquiries.

Products: Provide model analysis and scenario results.

Task 3: Provide GWA Staff Training and Workshops

Approach: The Engineer's team will prepare for and conduct a summary of hydraulic model analysis and resultant output for requested scenarios and review with GWA staff as appropriate and needed by GWA. The Engineer will conduct training sessions and workshops via teleconference or on-site (as prescribed by GWA) based on GWA's needs and at the request of GWA. The model may be shared with other Engineering consultants at the request and approval of GWA. Documentation will be written and

provided to authorized Engineering consultants for use of the model. Important user instructions will be discussed by teleconference with said Engineering consultants.

Our proposal does not include travel costs for BC staff to travel to Guam for training or workshops. If, however, GWA elects to hold a workshop for which off-island BC staff are to attend, actual travel related expenses (including mark-up) will be invoiced when approved by GWA.

Engineer Team Responsibilities: Prepare for and present results of all scenarios as requested by GWA. Conduct training in the use and application of the hydraulic models to GWA staff. Hold workshops to review scenarios, model outputs, and recommended system improvements according to scenario inputs.

GWA Responsibilities: Provide venue and necessary facilities for workshops requested. Provide approvals and directions for consultants desiring to use the updated hydraulic model. Indicate if BC is requested to attend any workshops in-person on Guam.

Products: Workshop and training sessions.

SCHEDULE

The Engineer will conduct the effort described in this Task Order according to mutually agreed upon schedules for each hydraulic modeling support effort requested by GWA documented through eMail communication together with the modeling support desired.

- B. Resident Project Representative (RPR) Services (Excluded)
- C. Designing to a Construction Cost Limit (Excluded)
- D. Other Services (Excluded)
- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

Additional Services

F. Additional Services that may be authorized or necessary under this Task Order are:

- N/A.

Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

Party	Action	Schedule
Owner/Engineer	Formulate scenario constraints and input elements.	Varies according to GWA need.
Engineer	Apply constraints and input elements to the hydraulic model and analyze the data and results.	Varies according to extent of scenario.
Engineer	Conduct workshop to share analysis with GWA,	Varies according to GWA need.
Engineer	Furnish results report	1 month after completion of each workshop and conclusion of scenario analysis.

Payments to Engineer

Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Estimated Amount	Basis of Compensation
1. Basic Services (Services of Engineer above)		
a. Task 1 – Task Management	\$7,000	T&M
b. Task 2 – Hydraulic Model Support	\$30,000	T&M
c. Task 3 – Workshops	\$10,250	T&M
d. Expenses	\$250	T&M
e. GRT	\$2,500	
TOTAL COMPENSATION (lines 1.a-d)	\$50,000	NTE

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer’s labor, overhead, profit, reimbursable expenses (if any), and Consultants’ charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

Consultants retained as of the Effective Date of the Task Order: None

Other Modifications to Agreement and Exhibits: None

Attachments: None

Other Documents Incorporated by Reference: None

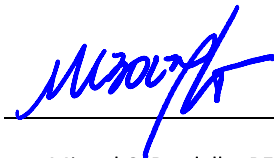
1. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer 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 8-10-2022.

OWNER:

By:



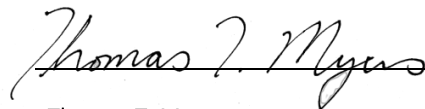


Print Name: Miguel C. Bordallo, PE

Title: General Manager

ENGINEER:

By:



Print Name: Thomas T. Myers

Title: Senior Vice President

Engineer License or Firm's
Certificate No. (if required): _____
State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Brian Hess, P.E.

Title: Permits and New Area Development Supv.

Address: GBNPSB
688 Route 15, Mangilao, GU 96913

E-Mail Address: bhess@guamwaterworks.org

Phone: 671.300.6041

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: John Riegel

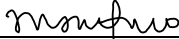
Title: Project Manager

Address: 414 West Soledad, No. 602
Hagatna, GU 96910

E-Mail Address: jriegel@brwncaled.com

Phone: (671) 300-4230

CERTIFIED FUNDS AVAILABLE:

By: 



Print Name: Taling M. Taitano

Title: Chief Financial Officer

Date: 8/10/2022

Bond 2010 WW-05-04=\$1,121.20; Bond 2020 WW-05-04 = \$15,983.80; Bond 2020 MP-Gen-Misc-01=\$32,985.00

Task Order Form

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Exhibit B

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated June 27, 2019.

Amendment No. 2 To Task Order No. 8

1. Background Data:

- a. Effective Date of Task Order: December 15, 2021
- b. Owner: Guam Waterworks Authority
- c. Engineer: Brown and Caldwell
- d. Specific Project title: Indefinite Delivery/Indefinite Quantity (IDIQ) for Professional project/Construction Management Services
- e. Specific Project description: Guam Water Resources Master Plan – Interim Update

2. Description of Modifications

a. Task 1 – Task Management. The project duration has extended longer than anticipated, partly due to extended time and effort to complete the model calibration and to identify capital improvement projects needed to update the Master Plan; and partly due to collection of information needed from GWA to update several sections of the Master Plan. Accordingly, additional time is needed to complete this Task Order. In addition, the added scope items discussed in the following paragraphs have required an increased amount of project management and coordination. The resultant additional cost to manage the project is reflected in the cost summary below.

b. Task 2 – Overview and Fundamentals Update – This task includes a discussion on Asset Management and SCADA that have become more involved than what was allotted for in the original scope. The significant revisions to the GWA Asset Management Program have been robust and followed a different path than described in the 2018 Master Plan Update which has required more extensive updating of progress and description of the program than originally envisioned. The SCADA program update also required greater coordination and discussion to fully describe the current condition regarding SCADA. The existing SCADA system, its equipment, and the data communication network had to be considered to enable BC to report on how existing equipment can become functional, what next steps should be taken, and whether there are impediments to the present direction for the communication network and data processing software. In addition, it was necessary to consider if the direction for SCADA as described in the GWA SCADA Master Plan presented hurdles to execution, or, if there were aspects of the equipment that pose unusual challenges. This additional evaluation included determining the best way forward to make the existing SCADA equipment functional, and making recommendations of alternatives that may deviate from the SCADA Master Plan based on input from GWA and GPA. Preparation of a technical memorandum addressing SCADA to augment the update to

the Master Plan was added. Hence, additional effort for this Task was required and is shown in the cost summary below under Task 2 and Task 5.

c. Task 3 – Water System Update. New PFAS limits and mandates for Health Advisory Levels required the Engineer to expand the scope of work to address the new EPA requirements for drinking water. The impacts of PFAS limits on the utility is to be addressed, but in addition, the Engineer was tasked with identifying potential practical treatment alternatives (for further investigation under a separate evaluation study) as well as describing a conceptual layout for centralized or de-centralized treatment schemes, including cost estimate. This effort is greater than originally described and required involving additional subject matter experts. Discussion of and inclusion of PFAS impacts was noted as necessary in Amendment #1 to the Task Order and the potential for additional time and increased cost was noted. To account for the additional effort, the task order amount is increased by incremental amounts applied to Task 3 and Task 5.

In addition, duplication of effort was needed to update the water model following receipt of multiple future development information updates. Furthermore, greater effort than anticipated was necessary to update model piping to match the GIS piping due to incomplete GIS data and to overcome problems with the GIS data.

d. Task 4 – Wastewater System Update. PFAS has been observed in sludge from GWA's WWTPs where PFAS is present in the water supply. The presence of PFAS in waste sludge renders the sludge unsuitable for land application and re-use of the sludge per EPA regulations. Therefore, the possible alternatives available for sludge disposal described in the 2018 Master Plan had to be re-evaluated to determine if they were still viable alternatives given the PFAS content in the sludge. Additional effort to address PFAS in sludge and any change in sludge disposal resulted in greater cost to the project.

e. Task 5 – Report Update. Beyond what was estimated in the original Task Order, the additional work will be required to update the report with the additional content from the expanded scope. Accordingly, more effort to prepare, review, and edit the report will be required. The anticipated amount of additional effort to update the report is shown in the cost summary under Task 5.

f. Task 6 (optional) – Consent Decree Impacts on the WRMPU. The Scope of Work of the original Task Order includes an optional task – Task 6–Consent Decree Impacts on WRMPU. Task 6 is to incorporate a section in the Water Resources Master Plan Interim Update to address the impact a new Consent Decree (presently nearing completion of its negotiation) will have on the recommended projects, priority and schedule, and other requirements in the Consent Decree. At this time, GWA is comfortable exercising optional Task 6 because while the Consent Decree has not been executed, its provisions in terms of project mandates are sufficiently established to ascertain its impact on the recommended projects, priority, and schedule. A Technical Memorandum will contain the discussion regarding the Consent Decree and its impact on the WRMPU.

This Amendment No.2 to Task Order No.8 proposes activating Task #6 and authorizing expenditure of the amount for Task #6 in the amount of \$22,425 as delineated for this task in the original Task Order. Furthermore, activating Task #6 makes it necessary to add time to allow the revisions to address the Consent Decree impacts on the recommended projects. In addition, cost estimates for the consent decree projects are to be included which requires additional effort by the Engineer. The additional cost is captured in related Tasks 2, 4, and 5 in the cost summary below.

Exhibit K – Amendment to Task Order

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g. Amendment No.1 to Task Order No.8 provided for an extension of the completion date to March 31, 2023 due to delays in completion of the sewer system model update under Task Order No.7 resulting from reduced rainfall for calibration purposes. Given the addition of Task #6 for the Consent Decree impacts, additional time is added to the Task Order completion date.

h. An extension to the Task Order completion date is needed to complete the IMPU for the following reasons, in addition to that explained under paragraph (g) above. Events that have slowed progress on this project are noted below.

- Technical assistance provided to GWA for GIS updates as part of the modeling effort took some time and was on the critical path for the modeling updates.
- There were delays in receipt of data, drawings, and other information requested by BC and required for development of Master Plan sections.
- Information about projects completed following the 2018 WRMPU, and presently ongoing, has not been received and is necessary for completion of the update.
- The task of addressing the emerging PFAS issue in water production wells relied on receipt of PFAS-related sampling program details and data, but given the sensitive nature of the matter, information and data had to be properly paced which pushed the schedule back.

The Schedule for Rendering services under this Task Order is modified as follows.

<u>Party</u>	<u>Action</u>	<u>Date per Amendment #1</u>	<u>Revised Date per Amendment #2</u>
Owner	Provide requested information.	December 31, 2022	May 31, 2023
Engineer	Complete Water System model update and calibration.	December 31, 2022	September 30, 2023
Engineer	Complete updates for the General, Water and Wastewater Sections, including the Water System analysis and Water System CIP planning	January 31, 2023	May 31, 2024
Engineer	Furnish [1] electronic (pdf) copy of the final draft Report to Owner.	February 14, 2023	June 30, 2024
Owner	Submit comments regarding final draft Report to Engineer.	March 7, 2023	July 31, 2024
Engineer	Furnish specified copies of the FINAL Report to Owner.	March 31, 2023	August 23, 2024

Description of Service	Original Amount	Additional Amount	Basis of Compensation
1. Basic Services (Section 2.A above)			
a. Task 1 – Task Management	\$26,190	\$26,315	Lump Sum
b. Task 2 – Overview and Fundamentals Update	\$45,370	\$41,570	Lump Sum
c. Task 3 – Water System Update	\$126,454	\$48,922	Lump Sum
d. Task 4 – Wastewater System Update	\$44,370	\$19,305	Lump Sum
e. Task 5 – Report Update	\$37,146	\$16,204	Lump Sum
f. Task 6 – Consent Decree Impacts on WRMPU	\$21,304	-	Lump Sum
g. Expenses	\$11,665	-	Lump Sum
h. GRT	\$16,447	\$7,616	Lump Sum
TOTAL COMPENSATION (lines 1.a-h)	\$328,946	\$152,317	

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$328,946
- b. Net change for prior amendments: \$0
- c. This amendment amount: \$152,317
- d. Adjusted Task Order amount: \$481,263

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is May 31, 2023.

OWNER:

By: _____

Title: _____

Date _____

Signed: _____

ENGINEER:

By: Tom Myers

Title: Vice President

Date 5/14/24

Signed: _____

GWA Legal:

By: _____

Title: _____

Date _____

Signed: _____

GWA Finance:

By: _____

Title: _____

Date _____

Signed: _____

Exhibit C

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated June 27, 2019.

Amendment to Owner-Engineer Agreement No. 6

1. Background Data:

- a. Effective Date of Task Order: June 17, 2019
- b. Owner: Guam Waterworks Authority
- c. Engineer: Brown and Caldwell
- d. Specific Project: Indefinite Delivery/Indefinite Quantity (IDIQ) for Professional Project/Construction Management Services GWA Project No. M19-003-BND

2. Nature of Amendment

During the contract, GWA identified needs for services under this contract that have totaled \$2,765,567 through nine Task Orders (nos.1-9) and subsequent respective change orders. By Resolution 12-FY2022, the CCU authorized increasing the Owner-Engineer Agreement to \$2,563,250 as covered in Amendment No. 5 to the Owner-Engineer Agreement.

As shown in Section 3 below, the total current amount of all Task Orders, and subsequent change orders, is \$2,550,355. Additional funding in the amount of \$202,317 is needed to authorize Task Order No.9 for Hydraulic Modeling Support (\$50,000) and Change Order No.2 to Task Order No.8 for additional work needed for the Interim Water Resources Master Plan Update (\$152,317). With the addition of this amount, this Amendment No.6 to the IDIQ Owner-Engineer Agreement contract increases the funding in the amount of \$202,317 for the work outlined in Task Order No.9 and in Task Order No.8 Change Order No.2. The total contract amount is, therefore, \$2,765,567 through this Amendment No. 6 to the IDIQ.

3. Task Order Summary (Reference only)

During the execution of this IDIQ contract, GWA has approved the following Task Orders (and Change Orders to the Task Orders as noted) for the work described below.

- 1. Task Order No.1 – Consulting Engineer’s Report
 - a. Change Order No.1 – Clarification relative to the Municipal Advisor Disclosure
 - b. Change Order No.2 – Increase in scope for additional draft reports, updating financial projections, and evaluation of COVID-19 impacts on the financial projections.
 - c. Change Order No.3 – Increase in scope to address continuing development of changes required to the financial plan to adequately address the COVID-19 impacts, additional financial analysis and report modifications.
 - d. Change Order No.4 – Increase in scope to add task for assistance with and attendance at the individual investor meetings.

Exhibit K – Amendment to Task Order

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2. Task Order No.2 – Project/Contract Management for Rt.4 Sewer Rehabilitation
 - a. Change Order No.1 – Extension of performance time and associated increase in total fee due to construction period extensions.
 - b. Change Order No.2 – Time extension to coincide with construction schedule.
3. Task Order No.3 – Project/Contract Management for Rt.1 Sewer Rehabilitation
 - a. Change Order No.1 – Extension of performance time and associated increase in total fee due to construction period extensions; plus increasing the scope to provide PM/CM for construction of the Adelup to Hagatna section.
 - b. Change Order No. 2 – Extension of performance time and associated increase in total fee due to Phase 2 construction.
 - c. Change Order No.3 – Time extension to coincide with construction schedule.
 - d. Change Order No.4 – Time extension to coincide with construction schedule.
4. Task Order No.4 – Project/Construction Management for SSES phase 2 Hyundai Subdivision Lift Station
 - a. Change Order No.1 - Extension of performance time and associated increase in total fee due to construction delays; plus adding archaeological services to the scope of work.
 - b. Change Order No. 2 – Extension of performance time (no-cost change order).
 - c. Change Order No. 3 – Extension of performance time (no-cost change order).
 - d. Change Order No. 4 – Extension of performance time and associated increase in total fee due to construction delays.
 - e. Change Order No. 5 – Extension of performance time and associated increase in total fee due to generator installation delays.
 - f. Change Order No. 6 – Extension of performance time (no-cost change order).
 - g. Change Order No. 7 – Extension of performance time (no-cost change order).
 - h. Change Order No. 8 – Extension of performance time (no-cost change order).
5. Task Order No.5 - Cost of Service Study (PUC Stipulation)
 - a. Change Order No. 1 – Reallocation of funding and additions to scope of work (no-cost change order)
 - b. Change Order No. 2 – Final reconciliation change order to reflect actual work and effort performed (deductive change order)
6. Task Order No.6 – Water Meter Technical Assistance
7. Task Order No.7 – Consent Decree and Hydraulic Modeling Assistance
 - a. Change Order No.1 – Time extension required to extend rainfall data collection for model calibration.
 - b. Change Order No.2 - Time extension to allow completion of the model and analysis for inclusion in the Interim Master Plan Update (Task Order #8).
 - c. Change Order No.3 – Amends the budget to shift funding from reduced scope items to the Capacity Evaluation Report.
8. Task Order No. 8 – Water Resources Master Plan Interim Update
 - a. Change Order No.1 – Time extension to complete the Interim Master Plan Update following extended duration of analysis performed under Task Order No.7 and additional time to update the Master Plan for emerging contaminants.

Summary of Costs

Task Order No.1	\$188,490		Task Order No.5	\$318,343
Change Order No.1	\$0		Change Order No.1	\$0
Change Order No.2	\$86,065		Change Order No.2	-\$ 3,000
Change Order No.3	\$13,084		Subtotal	\$315,343
Change Order No.4	\$3,836			
Subtotal	\$291,475			
			Task Order No.6	\$24,226
Task Order No.2	\$148,348			
Change Order No.1	\$48,959		Task Order No.7	\$358,325
Change Order No.2	\$0		Change Order No.1	\$0
Subtotal	\$197,307		Change Order No.2	\$0
			Change Order No.3	\$0
Task Order No.3	\$209,780		Subtotal	\$358,325
Change Order No.1	\$266,270			
Change Order No. 2	\$141,435		Task Order No. 8	\$328,946
Change Order No.3	\$0		Change Order No.1	\$0
Change Order No.4	\$0		Subtotal	\$328,946
Subtotal	\$617,485			
			Total	\$2,550,355
Task Order No.4	\$181,924			
Change Order No.1	\$87,304		Task Order No. 8	
Change Order No.2	\$0		Change Order No.2	\$152,317
Change Order No.3	\$0		Task Order No. 9	\$50,000
Change Order No.4	\$110,002			
Change Order No.5	\$18,018			
Change Order No.6	\$0		Total	\$2,752,672
Change Order No.7	\$0			
Change Order No.8	\$0			
Subtotal	\$397,248			

4. Agreement Summary

IDIQ Contract Amount

a. Original Agreement Amount	\$750,000
b. Net Change for Amendment No. 1:	\$992,860.00
c. Net Change for Amendment No. 2:	\$192,094.00
d. Net Change for Amendment No. 3:	\$361,841.00
e. Net Change for Amendment No. 4:	\$251,437.00
f. Net Change for Amendment No. 5:	<u>\$15,018.00</u>
Total Amount for Original Contract Plus Amendments No. 1-5	\$2,563,250

Exhibit K – Amendment to Task Order

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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Additional Amount by this Amendment No.6 to the IDIQ:	
Task Order No.8 Change Order No.2	\$152,317
Task Order No.9	<u>\$50,000</u>
Total Additional Amount	\$202,317
<u>Amended Total Contract Amount</u>	<u>\$2,765,567</u>

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is July 26, 2024.

OWNER:

By: Miguel C. Bordallo, P.E.

Title: General Manager

Date

Signed: _____

ENGINEER:

By: _____

Title: Senior Vice President

Date

Signed: _____

Certified Funds:

Taling M. Taitano, CPA, CGFM, CGMA
Chief Financial Officer



Issues for Decision

Resolution 28-FY2024

Relative to Approval to Procure the Design-Build of Guam Waterworks Authority SCADA System-Phases 1 And 2

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

The objective is to design-build a GWA SCADA Control Center and integrate all existing local SCADA systems located at various GWA facilities with the SCADA Control Center consisting of the following:

- Provide GWA with a secured, modern SCADA control room, with separate areas for SCADA development workstations, as well as separate area for the current dispatch office, and
- Assess all existing GWA locations that have local SCADA systems, implementing any remedies that may be necessary, and establishing connections of the GWA locations with the SCADA Control Center to begin system monitoring and data acquisition of these locations.
- Provide continuous support to develop and integrate new facilities, optimize, calibrate, maintain and train GWA on all aspects of the SCADA system for three (3) years with two (2) one (1) year options

There are four (4) phases identified in the resolution are not meant to be sequential; SCADA equipment are included in most water (Phase 3) and wastewater (Phase 4) CIP. So as the various CIPs are completed, those sites can be integrated into the SCADA Control Center utilizing the service contract that would be in place.

Where is the project located?

The GWA SCADA Control Center will be installed in the Gloria B. Nelson Public Service Building, Fadian. The GWA facilities are located throughout the island, including: Northern District Wastewater Treatment Plant, Agat-Santa Rita Wastewater Treatment Plant, Hagatna Wastewater Treatment Plant, several Sewage Pump Stations as required by the 2024 Consent Decree, Ugum Surface Water Treatment Plant, several water wells, water booster stations, water reservoirs and pressure regulating valve sites.

How much will it cost?

\$4,853,855.00 has been identified to initiate the implementation of the SCADA system. As funding becomes available, GWA management will return to the CCU for approval to supplement the scope for Phase 1 and Phase 2 and for approval of Phase 3 and Phase 4, if needed.

When will it be completed?

Phase 1 and Phase 2 is anticipated to be completed in 450 days.

What is the funding source?

Bond funds and other appropriate funding sources, including FEMA, USEPA and other grants, should they become available.



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

GWA RESOLUTION NO. 28-FY2024

**RELATIVE TO REQUEST FOR APPROVAL TO PROCURE THE DESIGN-BUILD OF
GUAM WATERWORKS AUTHORITY SCADA SYSTEM**

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

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

WHEREAS, a SCADA System is a combination of hardware and software that enables real-time monitoring and control of industrial processes, such as those used in water production and distribution, wastewater collection and treatment. SCADA systems gather data from sensors and instruments located at remote sites, process this data, and provide operators with the ability to monitor and control equipment from a central location; and

WHEREAS, the GWA recognizes the numerous benefits that a SCADA system can provide for the operation of the water and wastewater systems including improvement to:

- 1) Operational efficiency and cost savings by providing automated real-time data collection enabling operators to make better informed decisions,
- 2) Reliability and resilience by providing continuous monitoring enabling operators to detect system anomalies before they escalate into major problems,
- 3) Regulatory compliance by provided timely data for reporting purposes as well as continuous monitoring and recording ensuring adherence to health and safety standards and environmental standards; and

WHEREAS, currently GWA operates a diverse array of SCADA hardware and software solutions that are localized in the site level at some facilities, while majority of the remote sites

1 do not have SCADA equipment at all; and GWA currently does not a central station that
2 connects to all of the remote sites for centralized data gathering, historian, and analysis; and
3

4 **WHEREAS**, managing these disparate systems with five (5) different brands of SCADA
5 systems across multiple facilities has become increasingly unsustainable in terms of
6 maintenance, training, and spare parts management; and
7

8 **WHEREAS**, the impact of Typhoon Mawar in May 2023 further highlighted GWA's
9 need for continued investment in implementing a reliable island-wide SCADA System to better
10 manage and monitor the response and recovery of emergency events; and
11

12 **WHEREAS**, in the aftermath of Typhoon Mawar, SCADA expert consultants appointed
13 by FEMA, recommended for GWA to standardize its SCADA system hardware and software to
14 better manage the cost and efficiency in maintenance and operation; by standardizing across
15 GWA facilities, GWA can:

- 16 1) Optimize training and enhance staff expertise by having more focused and deeper
17 knowledge,
- 18 2) Simplify software licensing and reducing cost on development environment,
- 19 3) Ensure synergistic features in an equipment product family are fully leveraged,
- 20 4) Mitigate cybersecurity threats by reducing threat vectors; and
21

22 **WHEREAS**, the GWA has identified a total of roughly 420 remote locations consisting
23 of water wells, springs, reservoirs, water booster pump stations, pressure regulating valves,
24 master meters, surface water treatment plants, sewage pump stations and wastewater treatment
25 plants, where the exact quantity will continue to change slightly as GWA continues to execute
26 capital improvement projects to improve and expand water and wastewater services; and
27

28 **WHEREAS**, GWA management plans to implement a system wide SCADA system in 4
29 nonsequential phases, where

- 30 • Phase 1 involves the construction of the SCADA Control Center including all
31 necessary appurtenances,

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- Phase 2 involves the integration of locations with existing site level local SCADA systems to the SCADA Control Center which may include major upgrades for systems that has reached end of service life,
- Phase 3 involves the assessment, design, and construction at potable water facilities to install SCADA equipment and integrate each facility to the SCADA Control Center,
- Phase 4 involves the assessment, design, and construction at wastewater facilities to install SCADA equipment and integrate each facility to the SCADA Control Center; and

WHEREAS, GWA management seeks to solicit bid proposals for the Design Build of GWA SCADA System Phases 1 and 2 as funding becomes available, GWA management will return to the CCU for approval of additional scope and Phases 3 and 4; and

WHEREAS, the recommended Scope of Work includes remodeling of the GWA System Control Center to include a secured SCADA Control Center, a central SCADA master server, assessment and integration of remote sites that have site level local SCADA systems and provide all remedy necessary for successful integration including complete replacement of aged systems beyond their useful life, and service contract for maintenance, training and development for 3 years with two 1-year optional renewals; and

WHEREAS, GWA management is actively exploring additional funding options, such as grants, with intent to expand the scope of this project to include all facilities and complete the SCADA system implementation, and will seek additional CCU approval when necessary, should additional funding become available; and

WHEREAS, GWA management seeks CCU approval to issue a competitive procurement to solicit design-build bids from experienced and qualified companies; and

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1 **WHEREAS**, GWA management seeks CCU approval to fund this project in the amount
2 of Four Million Eight Hundred Fifty-Three Thousand Eight Hundred Fifty-Five Dollars
3 (\$4,853,855.00) from GWA Bond funds and USEPA Grants; and
4

5 **WHEREAS**, the Public Utilities Commission (PUC) contract protocol requires GWA to
6 obtain approval prior to advertising procurement for projects with an anticipated value of One
7 Million Dollars (\$1,000,000.00) or greater; and
8

9 **WHEREAS**, the CCU must approve all petitions that will be submitted to the PUC and
10 GWA management further seeks CCU approval to submit a petition to the PUC for approval;
11 and
12

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

- 15 1. The recitals set forth above hereby constitute the findings of the CCU.
- 16 2. The CCU finds that solicitation of bids for Design Build of GWA SCADA
17 System Phases 1 and 2 is necessary to improve operations and customer
18 service.
- 19 3. The CCU hereby authorizes the amount of Four Million Eight Hundred Fifty-
20 Three Thousand Eight Hundred Fifty-Five Dollars (\$4,853,855.00) from
21 GWA Bond funds and USEPA Grants for the Design Build of GWA SCADA
22 System Phases 1 and 2.
- 23 4. The CCU hereby further authorizes the management of GWA to fund Design
24 Build of GWA SCADA System Phases 1 and 2 project with GWA funds
25 applicable to the project and other funding sources such as federal and local
26 grants.
- 27 5. The CCU hereby further authorizes GWA management to submit a petition to
28 the PUC for the procurement of Design Build of GWA SCADA System
29 Phases 1 and 2.
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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 23rd day of July 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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